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The Solicitors' Journal and Reporter.

LONDON, NOVEMBER 26, 1887.

CURRENT TOPICS.

A NOTICE relating to short causes has been issued by Mr. Justice STIRLING, and will be found printed elsewhere. His lordship lays much stress on the requirement that a copy of the proposed minutes of judgment should be left for his perusal one clear day before a short cause comes into the paper.

LORD JUSTICE LINDLEY is still unable to attend to judicial business, and although it is hoped he will be able to resume his duties on Monday next, there is some uncertainty on the subject. Meantime, Sir JAMES HANNEN has been sitting in Court of Appeal No. 2; but, in the almost daily possibility of the return of Lord Justice LINDLEY, several very heavy appeals now ready for hearing are postponed in order to avoid inconvenience if the Lord Justice should return at a time when a case is part heard before Sir JAMES HANNEN.

ATTENTION HAS BEEN called to the delay in appointing days for the hearing of appeals from the decisions of revising barristers. As we recently pointed out, under 6 Vict. c. 18, s. 63, the court is to give notice after the fourth day of Michaelmas Term (terms being retained for the purposes of this Act) of the days fixed for the hearing of such appeals. These days cannot be earlier than the fifteenth day of term, to enable the ten days' notice required by section 64 to expire. Not only is much inconvenience caused to the parties by short notice being given of the days appointed, but, under sections 47 and 48, the lists are to be delivered to the sheriffs of counties and returning officers of cities or boroughs respectively before the last day of November, and it was obviously intended that under these sections such lists should be the corrected lists after the hearing of the appeals, as these affect the omission from or retention upon the lists of the names of large numbers of voters.

THERE is quite a little body of law growing up with regard to notice of "election" by a solicitor, under clause 6 of the Remuneration Order, that his remuneration shall be according to Schedule II. The general purport of the cases is to confirm the advice we gave when *Re Allen* (35 W. R. 100) was decided by Mr. Justice KAY, and the question with regard to notice was first judicially discussed. We said that, if the doctrine laid down in that case should be upheld, really the only mode of election open to the solicitor would be, as soon as any client mentioned anything about any business, to say, "My dear sir, pray stop; there is a little preliminary matter; excuse me a moment while I write out a contingent election under the Remuneration Order." We need only refer to a case reported elsewhere to shew the correctness of our prognostication. Mr. Justice STIRLING rooted out of the solicitors' bill of costs an item for a conference with trustee clients as to whether a sale of trust property should be by public auction or private contract. This conference took place a month before notice of election was given by the solicitors, but the notice was given before anything had been done in the matter of

the sale. Nevertheless, the learned judge held that the notice was too late; the conference was business covered by the scale charge, and the notice must be given before any such business is undertaken. *Hester v. Hester* (35 W. R. 233) shews that a solicitor may be held to "undertake" business, although he has at the time no specific instructions or retainer in the matter. Wherefore it appears to follow that no client should be allowed to open his lips in a solicitor's office until a contingent notice of election has been served on him. But if the client is one of two or more trustees, and the business relates to the trust, the recent case further shews that the notice served on him alone will be ineffectual. Mr. Justice STIRLING intimated an opinion that "the client" in that case consists of all the trustees, and that notice to one of them will not be sufficient. In that case, therefore, the solicitor must say, before the trustee opens his mouth: "My dear sir, I must ask you to call again to-morrow. I see you are going to consult me on a trust matter, but before you do so I must serve a notice of election on your co-trustee." Seriously, do not these decisions amount to a practical judicial repeal of clause 6 of the Remuneration Order, and do learned judges ever consider whether such a repeal is justifiable?

WITH REGARD to the question of the exemption of solicitors from serving as jurymen on coroners' inquests, our attention has been called to the annual report of the Incorporated Law Society for the year 1840, from which we find that about that time several members of the society were summoned to serve on coroners' juries, the coroners contending that attorneys and solicitors were not exempt, and basing their contention on the 52nd section of the County Juries Act, 1825 (6 Geo. 4, c. 50). The council of the society thereupon took the opinion of Sir JOHN CAMPBELL and Sir THOMAS WILDE, then the law officers of the Crown, and both subsequently Lord Chancellors. The questions put were (1) "Whether attorneys and solicitors of the superior courts are liable to serve as jurymen on coroners' inquests; and if so, to what penalty or punishment do they subject themselves by refusing to serve?" and (2) "In case you should be of opinion that they are not liable to serve, what course should be taken to establish the privilege and to put a stop to the practice of causing attorneys and solicitors to be summoned; and will it be necessary that an attorney or solicitor who may be summoned should personally attend the inquest and claim exemption, or will it be necessary to send the coroner notice of such exemption; or must a writ of privilege be sued out on each occasion; or what other mode of proceeding do you recommend to be adopted?" The opinion of counsel was as follows:—"We are of opinion that attorneys and solicitors of the superior courts are not liable to serve on coroners' inquests, and we think that the best mode of trying the question would be for an attorney summoned on a coroner's inquest to attend and claim his privilege, and if he should be fined by the coroner, to contest the validity of the fine in the Court of Exchequer." The law on the question is the same now as it was then; and, as we stated last week, we think that the proviso in the 52nd section on which the coroners rely will not bear the construction which they put upon it, as it seems merely to refer to the qualification of jurors and empowers coroners to summon as jurors on inquests persons who would be disqualified to act on other juries, but does not authorize the summoning of any of the persons exempted under the 2nd section of the same Act. Probably the best way of testing the question will be for a solicitor summoned to attend and claim exemption, and if he should be fined to communicate with the Council of the Incorporated Law Society, who would no doubt, in the interests of the profession, support him in contesting the validity of the fine, and thus a judicial decision on the point would be obtained.

WE HAVE READ with considerable surprise a report of the proceedings before the Lord Chief Justice of England and a Northumberland jury in *Reg. v. Lotings* on the 28th of last month. The defendant was indicted for a libel in a newspaper upon certain stevedores, shipowners, and merchants, the *fit* of the Director of Public Prosecutions, under section 3 of the Newspaper Libel and Registration Act, 1881, having been duly obtained. The Lord Chief Justice first, according to the report before us, directed the grand jury that "it was a matter which, in his opinion, was abundantly

met by a civil action for libel," and that "it was a mistake to suppose that, because a thing was libellous, it was therefore a thing for a criminal indictment: something more must appear, and unless that appeared, it would be the duty of the grand jury to throw out the bill." The grand jury, however, in spite of this direction, found a true bill. At the trial Lord COLERIDGE summed up for the defendant so strongly that the jury returned a verdict of Not Guilty, although publication was clearly proved. In the course he took the learned judge was guided by the judgment in *Reg. v. Labouchere* (32 W. R. 861, 12 Q. B. D. 320), in which it was held by five judges, including himself, that a rule for a criminal information would not be granted at the suit of a private prosecutor resident abroad for a libel on a deceased foreigner; and in which also the court laid down the rule that a criminal information for libel will only be granted at the suit of persons who are in some public office or position, and not at the suit of private persons. Is there any—and, if so, what—authority in that judgment for extending its principle beyond the case of criminal information to that of indictment? There is, no doubt, a citation from Hawkins (1 P. C., c. 28, s. 3) to the effect that "the court will not grant this extraordinary remedy" [of criminal information] "nor should a grand jury find an indictment, unless the offence be of such signal enormity that it may reasonably be construed to have a tendency to disturb the peace and harmony of the community." But in the judgment itself, which has, of course, far more authority than any citation from Hawkins or anybody else, we find this statement: "We do not preclude the Duke" [the private prosecutor] "from his remedy by way of action or indictment if he thinks fit to pursue it." We cannot, therefore, think that other judges will follow the Lord Chief Justice in his partial abolition of the criminal remedy for libel, though we quite agree that the present state of the law of libel is utterly absurd, and that it ought to be altered so as to exclude libels on private persons from any criminal remedy. But until such alteration is made, it is surely for judges to declare, and not to make, the law.

THE COURT OF APPEAL has reversed the judgment of the Divisional Court by which the Rev. JAMES BELL COX was set at liberty, and a new complication has been introduced in ecclesiastical litigation. Hitherto it has not been thought necessary to exact from a refractory clergyman a voluntary submission to the decrees of the courts. These decrees are usually effectual for a limited time only, and it has been held that when obedience has become no longer possible, owing to the lapse of this time, the imprisonment which was supposed to aim at its enforcement might likewise come to an end. Such was the result of *Hudson v. Tooth* (2 P. D. 125) and *Dean v. Green* (8 P. D. 79). It is to be noticed, however, that in these cases the promoters had really got what they wanted, and were not opposed to the liberation of the offender; indeed, in *Hudson v. Tooth* they themselves applied for it. In that case the clergyman was imprisoned for his disobedience to the decree, and thereupon the services were performed in the church by a nominee of the bishop in a proper manner and without obstruction. As the promoters had thus obtained a practical compliance with the order, they applied for Mr. TOOTH's release, and this Lord PENZANCE at once granted. In *Dean v. Green* the effect of the inhibition was somewhat different, Mr. GREEN remaining in prison until he was deprived of his living under the Public Worship Regulation Act. The bishop of the diocese applied for his release, and Lord PENZANCE again, with equal readiness, granted it. It had been expressly stated by Lord DENMAN in *Queen v. Thorogood* (12 Ad. & El. 196) that imprisonment under the writ *de contumace capiendis* was not by way of penalty, but was merely for enforcing execution of the sentence pronounced by the court, and this was accepted by Lord PENZANCE in *Hudson v. Tooth*. In *Dean v. Green* he found a further ground in the actual obedience of Mr. Green, although this was only effected by his imprisonment. But Mr. BELL COX's case is different in two respects; he successfully defied the inhibition by dilatory legal proceedings so long as it remained in force, and when he was subsequently imprisoned he himself actually moved for his own release. In these circumstances the promoters have not been satisfied with the above cases, on which the Divisional Court based its judgment, but have insisted before the Court of Appeal upon their right to have Mr. BELL COX imprisoned for his disobedience to a dead decree, and this

has been allowed. The dilemma is indeed an awkward one. The Act 53 Geo. 3, c. 127, which now regulates the procedure under the writ in question, prescribes only one method of release upon imprisonment for disobedience to a decree, and that is obedience. Hence, when obedience is no longer possible, neither is there any release possible under the Act, and the imprisonment must be perpetual. This was avoided, as we have seen, by holding that the imprisonment was meant only to secure obedience and not to punish past offences. But this is now expressly repudiated by the Court of Appeal, and another solution has been found in the Act of Elizabeth which is incorporated with the Act of George III., and which, by section 5, allows of release upon submission. This submission then, if the promoters persevere, Mr. BELL COX must give or remain for an indefinite time in prison. It is curious that when the process is essentially one for contempt of court the courts themselves should be so ready to condone it, and that it should be left for a private person to compel them to uphold their own authority. This sufficiently shews the unreal nature of the whole proceedings, and we may fitly refer to what Lord PENZANCE said of the defendant in *Dean v. Green*: "Anything like an attempt to obtain from him a recognition, however tardy, of the duty which he owes to his Sovereign and his country in rendering a willing compliance to the laws under which he lives and under which he holds his preferment, would involve a struggle with him entirely beneath the dignity of the court." It remains for the promoters in the present suit to settle whether such a struggle shall now take place.

WE REPORT elsewhere a bankruptcy decision of *Ex parte Ystrad-fodwg Local Board, Re Thomas*, which settles a new point of considerable importance. The case, we believe, was brought on as a test case, numerous other claims depending on its decision. The point in dispute was as to the liability of the official receiver to pay rates in respect of premises occupied by the bankrupt after the date of the receiving order. The bankrupt had been adjudicated bankrupt on the 17th of January, 1887, and the Ystrad-fodwg Local Board claimed payment from the official receiver of the local board rate for the half-year, commencing the 30th of September, 1886, and ending on the 25th of March, 1887, in full. The official receiver contended that he was not liable to pay the rate beyond the period he had remained in occupation. By a rule of the board all rates are payable in advance. The official receiver had offered payment of the rate up to the 1st of February, 1887, which the board had declined to accept, and a special case was stated by the parties for the opinion of the High Court, which was given in favour of the contention of the local board.

THERE is one remark in Mr. MUNTON's excellent letter, printed in our last week's issue, which ought to be reiterated. The "sweeping condemnation" of solicitors occasionally emanating from judges on the bench is generally the result of haste and want of due consideration. It has not unfrequently happened that a censure pronounced by a judge on a solicitor in a particular case when it came on for hearing, has had to be withdrawn or greatly modified when judgment was pronounced, or on some subsequent occasion. If judges would consider the injury which may be effected by the publication all over the country of censure, or other adverse criticisms, upon solicitors, delivered from the bench, they would abstain from giving expression to such opinions until after full consideration of all the circumstances. To give immediate vent to indignation in terms calculated to bring discredit on members of an honourable profession, without making sure that there are just grounds for the strictures, is to prejudice the question, and to lay the speaker open to a charge of unfairness to those who have no means of redress. There was, not very long ago, a learned judge of the Chancery Division who used to relieve his mind by objurgations *sotto voce*, only audible to the registrar. Would it not be well, if judges must have their fling at solicitors, that they should imitate this excellent example?

Mr. W. Noel Sainsbury, of the Public Record Office, editor of the "Calendar of Colonial State Papers," has been appointed Assistant Keeper of the Public Records.

"TENANTABLE REPAIR."

MORE than a year ago we reported shortly a decision of the Court of Appeal in a case of *Crawford v. Newton*, which, as then reported, seemed to have an important bearing on a question of very frequent occurrence—viz., what are the obligations, as regards painting and papering, of a tenant under a covenant to keep premises in "tenantable repair." The question was one on which there had been a singular lack of authority. The general principle as to the obligations of a tenant under the ordinary covenant to keep in repair, laid down by Tindal, C.J., in his summing up in *Gutteridge v. Munyard* (1 Moo. & R., at p. 336), affords very little help. He said that "diminution in value, resulting from the natural operation of time and the elements, falls on the landlord; but the tenant must take care that the premises do not suffer more damage than the operation of these causes would effect; and he is bound, by reasonable applications of labour, to keep the house as nearly as possible in the same condition as when it was demised." The first part of the sentence points to non-liability for internal painting and papering, while the last part might be thought to indicate that, after the period during which internal papering and painting are usually supposed to last, the tenant was bound to restore them. A house which, when demised, was newly papered and painted, could not be said to be delivered up seven years afterwards "in the same condition as when it was demised" if the tenant had done no internal papering or painting. Moreover, it appeared that in that case the tenant had painted the inside of the house "two or three years before the trial" (see p. 335); and the question left to the jury was "whether or not the lessees have, in the present instance, done what was reasonably to be expected of them, looking to the age of the premises on the one hand, and to the words of the covenant which they have chosen to enter into on the other." The summing up in this case has always been accepted as defining the general nature of the obligations of the tenant under the ordinary covenant to repair—that is, to keep in sufficient or substantial or tenantable repair; but although the observations of the learned judge apparently extend to all such covenants to repair, it must be supposed that his summing up related to the particular covenant before him; and the fact seems to have been overlooked that that covenant contained an express exception of "reasonable use and wear." These words had not probably, at the time of the decision of *Gutteridge v. Munyard*, fifty years ago, attained the importance which has since been given them by the practice of surveyors in estimating dilapidations, but we question whether so much importance would have been given to Chief Justice Tindal's summing up if text-book writers and judges had observed this fact.

The later cases bearing on the obligation as regards painting of a tenant under a general covenant to repair were far from satisfactory. In *Monk v. Noyes* (1 C. & P. 265) it seems to have been laid down by Chief Justice Abbot that under a covenant to "substantially repair, uphold, and maintain" a house, the tenant was bound to "keep up the painting of inner doors, inside shutters, &c." *Seales v. Lawrence* (2 F. & F. 289) has very little bearing on the matter, the covenant in that case being expressly "as often as necessary well and sufficiently to repair, uphold, sustain, paint, clean e, &c. . . and keep and leave the premises in such repair, reasonable wear and tear excepted"; and it was held that the tenant, having painted inside within seven years, and having repaired actual dilapidations, was only bound to clean the old paint, and not to re-paint. Mr. Justice Willes, however, remarked that "papering," not being expressly mentioned in the covenant, was not comprised within its terms, as it was mere matter of ornament. "No tenant," he said, "is bound to leave for his landlord a new house, but the house which he took, in a state of fit repair as such house. And if he has painted the outside in three years, and the inside within seven years, he is not bound to do it again when leaving, unless so far as is required by actual dilapidations or destruction of the paint."

All the cases above noticed, it will be observed, were mere *Nisi Prius* decisions. When, therefore, the matter came before the Court of Appeal in *Crawford v. Newton*, it was natural to expect that the case would be at once seized upon by the law reporters. We believe, however, that the report which appeared in last week's issue of the WEEKLY REPORTER (36 W. R. 54) is the only one to be found in any of the current series of law reports. There are, no doubt, reasons for this ignoring of the decision; the fact is that the

judgment of the Court of Appeal is characterized by that intellectual cowardice which we have had occasion to observe upon on certain occasions in another division of the court. Since the death of the late Master of the Rolls and of Lord Justice James, Court of Appeal No. 2 has too frequently seemed to shrink from the enunciation of principles, sheltering itself behind the cloud of "the facts of this particular case"; and from *Crawford v. Newton* it would appear that even Lord Esher has given way to the same besetting sin. "It is not necessary," he is reported to have said, "to say what is the meaning of the words 'tenantable repair.'" He admitted that "if we could determine the meaning of the agreement [i.e., of those words], it would be very desirable; but, upon the argument, it is not necessary to do so. It seems to me to be sufficient for the purposes of this case to say that we cannot disagree with the finding of the learned judge, that the defendant is not bound to do this decorative painting and papering, which are only required for the purposes of mere ornamentation." Surely this is a very unusual exhibition of feebleness in this ordinarily strong judge. Here was an opportunity for settling questions of almost daily occurrence, and so preventing an enormous amount of controversy and litigation. All the materials for a decision were before the Court of Appeal in the findings of the learned judge at the trial; yet the court not merely passed the general question by, but expressly guarded themselves against dealing with the meaning of the words "tenantable repair."

Independently of this, the judgment delivered by Lord Esher is (as we shall presently show) so exceedingly odd that we can quite understand the merciful discretion shewn in suppressing it. Yet there is much of value to be gathered from Mr. Justice Cave's decision, which was affirmed by the Court of Appeal. The sole question was as to the liability to paint and repair of a tenant who had occupied a house for seventeen years upon the terms of an agreement for a lease for a term of five years, containing a provision that the lessee should "keep the inside of the premises in tenantable repair, and so deliver up the same at the end of the term." Mr. Justice Cave, before whom the action was tried without a jury, held (1) that after the five years specified in the agreement, the tenant held from year to year upon the terms of the agreement, and "consequently that the liability . . . to keep the house in tenantable repair did continue"; (2) that in an agreement for a lease for five years only, the agreement to keep the house in tenantable repair, and deliver it up in such repair at the end of the five years, did not render the tenant liable for anything in the nature of decorative repair; (3) that papering is always decorative repair, hence the tenant under such an agreement cannot be required to do any papering; (4) that painting is not solely for decoration, but also for the protection of the woodwork from decay, and that, so far as painting is required for the latter purpose, the tenant under such an agreement is bound to paint, but he is not bound to do any purely decorative painting. "Painting," the learned judge said (in his marvellous judicial English), "is partly for decoration, but it is also for the protection of the woodwork. If the tenant does not paint as an ordinary tenant would do, and under those circumstances the woodwork becomes destroyed, or the painting which was on was left in such a condition as to require more than ordinary repair and expense in renewing it, that seems to me to be a defect, and is a want of tenantable repair." And (6) the tenant under such an agreement is liable for anything in the nature of waste—apparently whether permissive or voluntary. The learned judge is reported to have said that "If the woodwork is perished, the woodwork ought to be repaired by taking the old pieces out and putting in new pieces and things of that kind. So, again, if it has been so treated as to cause extra expense in painting again, as I have said, that is another thing for which the tenant is liable. So, again, if he has allowed the plaster on the walls to come off, or the boards to decay, or to get broken, or the mantelpieces to get broken, all those are breaches of the agreement to keep in tenantable repair."

Now it is these rulings of Mr. Justice Cave that the Court of Appeal "cannot disagree with," or, in other words, affirm. But it will be observed that in these rulings Mr. Justice Cave expressly decides the meaning of the word, "tenantable repair" when contained in a lease for five years, while the Court of Appeal, while confirming the rulings, expressly decline to say what is the meaning of those words at all. We cannot pretend to unravel the mystery of this reservation, but we may venture to suggest for con-

sideration the question whether it is at all reasonable that an agreement to keep and leave premises in tenantable repair should mean one thing in a lease for five years and another thing in a lease for seven years? Mr. Justice Cave seems to think that it may, for he lays a good deal of stress on the fact that the term originally agreed on was only for five years, whereas, as he remarks, "ordinarily speaking, paper lasts for seven years and painting too." But this assumes that the paper and paint were fresh when the term commenced, of which we find no proof in the report. And we find it difficult to reconcile the notion that a lessee for seven years, who has agreed to keep and leave a house in tenantable repair, is bound to paper or to do decorative painting, with other parts of Mr. Justice Cave's judgment. He says, for instance, that "Where he [the tenant] takes a house for a term of years, and there is nothing to do but to keep the inside in tenantable repair, and he remains there so long that the paper, in the natural course of things, becomes useless for a future tenant, *he is not bound to put on a new paper*, although he may do it if he likes to please himself. *It is not one of those things necessary to keep the house in repair.* The house is just as much in repair whether it has paper on the walls or whether it has not." We venture to say that no reason can be found why an agreement to keep a house in tenantable repair should be differently construed in a lease for five years and in a lease for seven years or over; but the actual decision of the Court of Appeal appears to be that, in a lease for five years, at all events, it does not bind the tenant to do any papering or any decorative painting. That is, at any rate, an important step towards the settlement of the general question.

THE MERCHANDISE MARKS ACT, 1887.

IV.

It seems that the Legislature intentionally disregarded the distinction between manufacturers and dealers in its desire to enable every purchaser to know exactly what he or she was buying; but it may well be a question whether it has not gone too far in so doing. Although the distinction is disregarded, it is still a very broad one. Selection marks, or merchants' marks, affixed in order to indicate, not any particular manufacturer, but that they have passed through the hands of, and have been approved and are guaranteed by, a mercantile house which does no manufacturing whatever, are of the commonest occurrence, and it is difficult to see why there should be any objection. When a firm has acquired a reputation for excellence of manufacture, there may be a good deal to be said in favour of not allowing even that firm to sell goods not of its manufacture under its name or trade-mark, though even here it is very possible to exaggerate the effect of so doing. As a matter of fact, persons who buy by the name of the manufacturer do so because they believe in his guarantee of quality. So long as they have that, and the manufacturer of reputation has made himself responsible for the quality, hardly one purchaser in a hundred would care whether he manufactured the article himself or not. The manufacturer does not usually manufacture with his own hands, his workmen are constantly changing, and if his name or trade-mark is to be taken to mean that all goods sold under it are made by the same man or set of men, then almost all use of a name or trade-mark is deceptive. But this is not what they mean; they mean that his guarantee is given for the quality, and what real difference can it make whether the article is made for him by workmen employed by him in England or by workmen employed by him, say, in France, so long as he approves of the work and is willing to send it out under his guarantee? Then, if this is so in the case of the manufacturer, how much stronger is the case of the dealer who does not manufacture. He makes no representation that his goods are of his manufacture, and no one supposes that his goods are of his manufacture. He stamps his goods with a sign that they have passed through his hands, and no one imagines that the sign means anything more than that. What does it matter whether he affixes this sign in England or abroad? It may well be doubted whether, in this respect, a very real grievance and difficulty has not been created for British traders without any beneficial result as regards the public.

It will be remembered that the protection of the Act is extended

to trade-marks protected by law in any British possession or foreign State to which section 103 of the Patents, &c., Act, 1883, has been made applicable by Order in Council. Forgery of such marks is, therefore, an offence against the Act, and goods bearing spurious imitations of such marks are, therefore, liable to forfeiture. Consequently it is the duty of the Customs authorities to enforce the prohibition against them. How they are going to do so effectively does not appear. Probably regulations will be framed requiring the genuineness of all marks to be declared, but whether there can be any check upon such declarations is another matter. However, this is undoubtedly a matter in which all countries should make an effort to assist one another. Again, how are the Custom House officers to test the accuracy of trade descriptions? Are they to measure the yards of thread on a reel of cotton or count the cigars in every box?

The section further provides for regulations for its enforcement being made by the Commissioners of Customs, though in that respect, as well as generally in the administration of the section, they are to act under the control of the Treasury. The section is to replace section 2 of the Revenue Act, 1883, and is to be incorporated with the Customs Consolidation Act, 1876. The section of the Revenue Act is not, however, repealed immediately by the Act, but is repealed from a date to be fixed by the new regulations, not being later than the 1st of January, 1888. In the meantime the old and new enactments will exist side by side, and the Customs authorities will have to work them as best they may with the assistance of the Treasury.

The implied warranty created by section 17 ought to be of considerable importance, though not much use seems to have been made of the corresponding sections (19 and 20) of the Act of 1862. Now everyone who sells or contracts to sell goods with a registered or unregistered mark or a trade description applied, is to be deemed to warrant the correctness of the mark or description, unless the contrary is expressed in some writing, signed by or on behalf of the vendor, and delivered at the time of the sale or contract to, and accepted by the vendor. If we may judge from what happened with regard to the Act of 1862, this provision will gradually sink into oblivion; but at present it seems to be making some stir in the trading community. One expedient to which traders seem to be resorting appears to be perfectly useless to relieve them from their liabilities under the Act—viz., the putting up in the shop, or circulating, notices declining to guarantee marks or descriptions. The express language of the Act is that there is to be a guarantee unless a particular thing is done, and to do something else can only be futile. Probably the most practical way of getting over the difficulty would be to print a general refusal to guarantee on invoices or on separate fly-sheets, and to see that every customer received one at the time of purchase. Signature would be necessary, but the authorities go to shew that this may be in print or affixed by a stamp.

It is too soon yet to predict what may be the results of the Act. It is stringent, but stringency is necessary if the kind of misrepresentations at which it is aimed are to be put down. On the other hand, it creates a variety of new offences which have not been offences before, and renders it very difficult for traders to know what they may or may not do to carry on their business with safety. If the Act is put into operation with judgment and discrimination, the beneficial effect may be very considerable; but if it is used by trade rivals for the gratification of private grudges the result may be very unsatisfactory. The most hopeful results might be expected from a rational co-operation of chambers of commerce and trade associations to put down what the general sense of the community condemns, while leaving harmless deviations alone. Unless some combined and general action of this kind is taken one of two things will happen: either the Act will by degrees become a dead letter, or it will be put into operation fitfully and for private motives, without any good result for the public.

The *Albany Law Journal* says that in *Olmsted v. Rich*, tried at the Delaware Circuit, on the 26th of September, 1887, before Justice Boardman and a jury, the complaint was by the occupant of a village lot against his next-door neighbour for a nuisance in the keeping of bees, which came upon the plaintiff's premises to his annoyance. The jury found the matter a nuisance, and awarded six cents damages, and the court granted a permanent injunction commanding the removal of the bees and against the further keeping of them.]

REVIEWS.

THE ANNUAL PRACTICE.

THE ANNUAL PRACTICE, 1887-8; BEING A COLLECTION OF THE STATUTES, ORDERS, AND RULES RELATING TO THE GENERAL PRACTICE, PROCEDURE, AND JURISDICTION OF THE SUPREME COURT, AND ON APPEAL TO THE HOUSE OF LORDS. WITH NOTES, FORMS, &c. By THOMAS SNOW, M.A., Barrister-at-Law, and HUBERT WINSTANLEY, Barrister-at-Law, a Registrar of the Lancashire Chancery Court, assisted by FRANCIS A. STRINGER, of the Central Office, Royal Courts of Justice. W. Maxwell & Son; H. Sweet & Sons.

It is rather marvellous to the practitioner that each annual issue of this well-known work should, in spite of the addition of a year's practice decisions (averaging, we suppose, between 200 and 300) and of a year's Parliamentary and judicial legislation, always preserve very much the same general appearance as regards size. It is only when we come to look at the number of pages that we find out the gradual increase in size. There is this year, in spite of judicious omissions of matter not directly bearing on the subject, an addition of seventy-seven pages to the last year's volume, the bulk of which was itself increased from the previous year. We suppose we need hardly warn the editors against unwieldiness; it is essential that the book should be easily carried about, and we are disposed to think that the full limit of size has been reached. It is difficult to see what matter can be thrown overboard, but we may perhaps suggest that the appendices to the Rules of the Supreme Court, 1883, and to the Supreme Court Funds Rules should be issued in a separate volume. If these forms could be supplemented with a number of original forms they would constitute a useful collection, which would remain at chambers or at the office, while the rest of the book, greatly lightened, would be taken into court.

The new features of the present issue are, first, an additional part (Part VII.), headed "Miscellaneous," into which the Central Office Practice Masters' Rules have been thrown, and to which has been added a table of official requirements on signing judgments in the Queen's Bench Division, an interest table, a useful table of titles of petitions and summonses under various Acts of Parliament, and the chancery registrar's table of times limited for appearance in case of service out of the jurisdiction; secondly, the Manchester and Liverpool District Registrars' Rules; thirdly, practical notes and directions as to procedure in the Queen's Bench Division; and, fourthly, a revision and enlargement of the index—no doubt a most important part of the book. This now occupies over 180 pages, and certainly seems to be full enough for all practical purposes. The only criticisms we have to offer with regard to it are that the heavy type should be employed in every case to mark the first sub-headings; we do not understand the principle on which it is used at present. We think also that it would be a considerable improvement if the table of statutes followed the table of cases, instead of being relegated to the index.

We have found no diminution in the present issue of the care with which the cases are collected and stated, upon which we have often had occasion to remark with regard to prior issues. It is surprising to see how completely the year's practice decisions are "spotted," and still more to observe the neatness with which the gist of a case is given in two or three lines. The preface is dated "October, 1887," but we find decisions of the Vacation Judge which were only reported on the 8th and 15th of October last duly noticed under the proper rule. By means of the colouring of the edges of the leaves, the portion of the work containing the Rules of Court is indicated.

CORRESPONDENCE.

EVANS v. THE RHYMNEY LOCAL BOARD OF HEALTH.

[To the Editor of the Solicitors' Journal.]

Sir,—Inasmuch as this case, which was decided in favour of the plaintiff by Mr. Justice Denman on the 16th inst., raises points of general interest to the public, we think it may not be out of place if we offer your readers some observations upon it.

The facts were these:—The plaintiff's late husband met with his death by falling on a dark night over the side of an unprotected bridge or culvert erected by the defendants over a brook as an approach from the highway to a new cemetery they had constructed under their general powers as the local sanitary authority. The deceased resided in a house on the cemetery side of the brook and was on his way home. Before the erection of the culvert the brook was spanned by a wooden bridge, which had protecting railings on either side, with arms beyond the limits of the bridge so as to prevent too near an approach to the sides of the brook. The sides of the brook are not now, and never have been, protected. The highway

leading to the old wooden bridge on the opposite side of the brook from the cemetery ran between the unprotected side of the brook and a raised railway embankment, by hugging which there was safety even on the darkest night. Connected with the railway fence (which runs along at the bottom of the railway embankment) and at right angles to it, and barring further progress along the highway, ran a cross fence, also connected with the railing of the wooden bridge. Having crossed the wooden bridge, there was a pathway on the cemetery side of the brook leading to the deceased's house which could be followed in safety by keeping away from the side of the brook. Such was the state of things until the interference therewith by the defendants.

In the course of constructing the culvert, the defendants covered over with earth the pathway on the cemetery side of the brook to a height of 7ft., and destroyed that pathway and prevented that means of access to the deceased's house. For some time after the erection of the culvert the wooden bridge remained standing, until it was removed by someone or other. It was suggested by the plaintiff that the defendants removed it, but there was no evidence to that effect. The deceased was, on the night referred to, found by the plaintiff on the stonework constructed by the defendants in the brook (which was practically dry at the time), close to the mouth of the culvert under the unprotected embankment, down which he had slipped. On the following day the deceased's daughter visited the spot where he was found, and there saw a pool of blood on the stones, and also saw the marks of feet down the side of the steep embankment where the deceased had slipped down and fallen over the culvert.

The action was brought by the plaintiff, as the widow and administratrix of the deceased, under Lord Campbell's Act, for damages on behalf of herself and her children. The defendants pleaded:—(1) Not guilty; (2) that the bridge was not constructed in an improper or insecure manner; (3) nor was deceased killed by reason thereof; (4) deceased was not lawfully on the bridge; (5) the bridge was not a highway, and no duty existed on the part of defendants to the deceased, who was a trespasser; (6) the deceased might with ordinary care have avoided the accident. The case was tried at the last Winter Assizes at Cardiff, before Mr. Justice Stephen and a jury, and the learned judge, at the close of the plaintiff's case, without hearing the defendants' case, directed the jury to find for the defendants. We moved the Divisional Court for a new trial on the ground of misdirection, and obtained an order. The new trial was heard at the last Summer Assizes at Swansea, before Mr. Justice Denman and a jury, and, at the suggestion of the learned judge, the defendants' counsel, at the close of the plaintiff's case, consented to judgment being given for the plaintiff, subject to further consideration on the points of law.

Shortly the plaintiff's claim was put thus: This was a highway of necessity, and the defendant invited us to use it. Under these circumstances,

1. Was there a duty upon the defendants—who, whether possessing the right or not (and if not possessing the right then the case is stronger against them), destroyed and thus diverted an old highway—to make the new highway reasonably easy to be followed and safe (*Hirst v. Taylor*, 34 W. R. 582, 14 Q. B. D. 918)?

(a.) Was this a place where a reasonably careful person might go astray on a dark night?

(b.) Did the defendants use reasonable care and precaution in protecting the public at this point?

2. Was there a duty upon the defendants, as the owners of a public way of necessity (substituted for an old highway which they destroyed), not to place it in close proximity to two precipices, and were they not liable upon the principle (for which *Barnes v. Ward*, 9 C. B. 392, 19 L. J. C. P. 195, is an authority) that if, after a highway has been established, anything be newly made so near to it as to be dangerous to those using the highway, this will be unlawful and a nuisance? *Barnes v. Ward* was used in this sense—namely, the defendants, in lieu of an old highway which they destroyed, created a new highway (a highway of necessity); they caused to spring up an entirely new state of things, the effect of which might be fairly described as bringing a precipice (the fall to the bed of the brook being eighteen feet, at a very sharp declivity) to both sides of the newly-created highway. We failed to see the difference between this newly-created state of things and making a highway on the level and then cutting down to a depth of eighteen feet on either side, and leaving those sides unprotected.

The defendants retorted, there is no duty upon us to fence (*Wilson v. Halifax (Mayor)*, 16 W. R. 707, L. R. 3 Ex. 114). As we have said, Mr. Justice Denman decided for the plaintiff. It was so easy to confuse the issues, and so hard to beat out the true principles and reject the false issues, that, having spent a great deal of time and care over the case, we venture to trespass on your space in the hope that you may deem the principles of law involved worthy of some of your special

articles. We think the profession generally, and local authorities in particular, and their advisers, would esteem it a favour.

Merthyr Tydvil, Nov. 17. GWILYM & CHARLES JAMES, Plaintiffs' Solicitors.
[We hope to discuss the question hereafter.—ED. S. J.]

SOLICITORS' CERTIFICATE DUTY.

[To the Editor of the Solicitors' Journal.]

Sir,—I was very pleased to see Mr. Haymen's letter in your last issue. There can be doubt as to the injustice of this tax, but I fear there is little hope of any assistance from the Incorporated Law Society, at least until considerable pressure has been brought to bear upon them. I would therefore suggest that a meeting of solicitors be held to call the attention of the profession to the matter; that a petition be then prepared for presentation to the Chancellor of the Exchequer; and that a copy of this petition (including the signatures) be sent to the Council of the Incorporated Law Society, with an invitation that they should take the matter up. If they decline, the petition could be presented without their intervention.

London, Nov. 23.

M.

ENTERING CHANCERY JUDGMENTS.

[To the Editor of the Solicitors' Journal.]

Sir,—Will you kindly allow me a little space to explain one of the reasons why legal proceedings of the present day so frequently cover an unnecessarily lengthy period?

I think most members of the profession will bear me out when I say that the length of time taken in entering chancery judgments and orders is entirely in the hands of the entering clerks.

Unless demand for expedition is made with much blustering, the judgment or order (though it may be but twenty minutes' work) will not be ready before a week or so.

If the clerks are shorthanded their number should at once be increased; but one cannot think that this can be the case when it is known that office work does not at all times engross their attention, and that the time for arrival is sometimes as late as eleven o'clock in the morning.

It is high time that these scandals were stopped, and due consideration given to the requirements of the public.

Nov. 21.

L. L.

CASES OF THE WEEK.

COURT OF APPEAL.

REG. v. POULTER AND OTHERS.—No. 1, 17th November.

COMPENSATION—RAILWAY CLAUSES ACT, ss. 6, 16—DAMAGE TO ARISE FROM FUTURE INJURIES.

This was an appeal from a divisional court (Lord Coleridge, C.J., and Denman, J.), discharging a rule nisi to bring up and quash an inquisition. Messrs. Poulter, colour printers, held certain premises at Whitechapel under a lease for seventeen years from November 11, 1883, terminable by them at the end of three years by a six months' notice. Early in 1885 the London, Tilbury, and Southend Railway, having acquired the land adjoining these premises, began to erect buildings upon them which, if and when completed, would seriously affect Messrs. Poulter's light and air, and would render their premises useless for the purposes for which they were then used. They accordingly gave notice, on May 6, to terminate their tenancy, which consequently came to an end on November 11, 1886. They then claimed against the company for the injurious affection of their premises, and an enquiry before an under-sheriff having been held, the jury found that if they were entitled to claim compensation on the basis of a lease of which fourteen years had yet to run, the compensation should be £3,000, but if on the basis of a lease terminating on November 11, 1886, the compensation should be £450. The Divisional Court held that they could recover the larger sum.

The Court (Lord Esher, M.R., Bowen and Fry, L.J.J.) reversed this decision, and gave judgment for the plaintiffs for £450 only. Lord Esher, M.R., said that there was no evidence to shew that on the 6th of May, when Messrs. Poulter gave notice to terminate their tenancy, any damage had been sustained by them. But, assuming that some injury had then been done to their rights, it was not the natural and necessary consequence of that injury that Messrs. Poulter should give notice. They exercised the option which they had, and terminated their lease. Therefore they were only entitled to recover on the footing of their lease ending in November, 1886, and not on the footing of it having fourteen years to run. The Railway Clauses Act gave compensation for present or future damage arising from an existing injury, but not for future injuries, however reasonable might be the anticipation of their occurrence. Bowen and Fry, L.J.J., concurred.—COUNSEL, Moulton, Q.C., and G. M. Freeman; The Attorney-General, R. S. Wright, and Charles Haigh. SOLICITORS, F. C. Matthews & Broome; W. W. Young.

Re REVEREND JAMES BELL COX.—No. 1, 17th, 18th, 19th, and 21st November.

ECCLESIASTICAL LAW—HABEAS CORPUS—RIGHT TO APPEAL—JUDICATURE ACT, 1873, s. 19—WRIT DE CONTUMACE CAPIENDO—53 GEO. III., c. 127—5 ELIZ. c. 23.

This was an appeal by the promoter of the suit from the decision of a divisional court (Lord Coleridge, C.J., and A. L. Smith, J.), reported 19 Q. B. D. 307, making absolute a rule for a *habeas corpus*, and discharging Mr. Bell Cox from custody. In April, 1885, a suit, under the Church Discipline Act, 1840 (3 & 4 Vict. c. 86), was instituted against Mr. Cox for offences against ritual. On August 19, 1885, a motion was issued to him directing him to refrain from the practices complained of. This he disobeyed, and, consequently, on June 13, 1886, he was suspended *ad officio* for a period of six months. Notwithstanding the suspension he continued to officiate in his church, and thereupon, on August 5, his disobedience was signified to her Majesty in Chancery with a view to his committal. Mr. Cox then applied to the court for a prohibition, but his application was ultimately dismissed by the Court of Appeal on April 28, 1887. On May 2 a writ *de contumace capiendo* issued, under which Mr. Cox was arrested and imprisoned on May 4. The Divisional Court granted the writ of *habeas corpus*, and discharged Mr. Cox, on the ground that at the date of the arrest the sentence of suspension had expired, and that, therefore, the writ *de contumace capiendo* could not issue. A preliminary objection to this appeal was taken on the ground that no appeal would lie against a prisoner on a writ of *habeas corpus*.

THE COURT (Lord Esher, M.R., Bowen and Fry, L.J.J.) reversed the decision of the court below. Lord Esher, M.R., said that since, before the passing of the Judicature Acts, a prisoner could go in turn to the three common law courts, and afterwards to the Vice-Chancellors to ask for a *habeas corpus*, that practically amounted to appeals by him to courts of co-ordinate jurisdiction. Therefore, when the Judicature Acts amalgamated those courts and rendered it impossible for a prisoner any longer to go from the one to the other, what could be more probable than that a right of appeal to the Court of Appeal should be given to him. Section 19 of the Judicature Act, 1873, was distinct, and it was admitted that appeals by the prisoner had been entertained under that section. Therefore it was clear that appeals against the prisoner could also be heard. As to the main point, the whole question turned on the construction to be placed on the Act 53 Geo. III., c. 127. The Divisional Court had construed that Act as though its object were the enforcement of future obedience, and not the punishment of past acts of disobedience. No doubt in a sense that was the object of all punishment, but there was nothing in the wording of the Act to force the court to put a strained construction upon it. The Act was passed to get rid of the old ecclesiastical penalty of excommunication, and to substitute the writ *de contumace capiendo* for the old common law writ *de excommunicato capiendo*. It had been urged for Mr. Cox that the only provisions for release were contained in the Act, and that none of the old provisions relating to the old writ still existed. The provisions for release in the Act in cases of disobedience required obedience, and it was rightly said that obedience was no longer possible since the period for which it was required had expired on December 13, 1886. Therefore it was said that there was no means by which Mr. Cox could be released. But the Act of Geo. III. applied to the writ *de contumace capiendo* the powers given in the case of the old writ by the Act 5 Eliz. c. 23, by section 10 of which authority was reserved to all persons having authority to certify any person excommunicated like authority to accept and receive the submission and satisfaction of such excommunicated person and to absolve and release him. Therefore, the old method for release was still existent, and that this was so was clearly shewn by the judgment of Dr. Lushington in *Baker v. Thorogood* (2 Curt. Eccl. Rep. 632), which was of great authority. The natural and ordinary construction must consequently be put upon the Act of Geo. III., the result of which would be that the rule for a *habeas corpus* must be discharged. What the result of their decision might be to Mr. Cox it was not for the court to say. Bowen, L.J., said that, although there was a vein of thought running through all the ecclesiastical decisions to the effect that the power of imprisonment under this Act was intended more as a means for enforcing obedience than of punishing disobedience, it was a very different thing to claim to take that view as a right in a common law court on applying for a *habeas corpus*. It was clear that there was a means by which persons imprisoned under a writ *de contumace capiendo* could obtain their release after the period for obedience had elapsed, and therefore the natural construction must be put upon the Act of Geo. III. As to the right to appeal, he thought it would work no hardship to allow it since appeals by a prisoner for a *habeas corpus* were far more common than appeals against him. Fry, L.J., concurred, and said that the very form of the writ *de contumace capiendo* confirmed the view taken by the court, since the sheriff was by it directed to attach the delinquent "until he shall have made satisfaction for his contempt."—COUNSEL, Jeune and Danckwerts; Sir Walter Phillimore, Q.C., and Beaufort. SOLICITORS, Girdleston; Brooks, Jenkins, & Co.

Re THE HOLLY MOUNT ESTATE LAND SOCIETY.—No. 2, 17th November.

COMPANY—WINDING UP—UNREGISTERED LAND SOCIETY.

This was an appeal from the refusal of Kay, J., to make a winding-up order. The society was an unregistered society, consisting originally of more than twenty members. It was formed for the purpose of purchasing a particular estate, the subdivision of that estate into allotments for building purposes, and the division of the allotments among the mem-

bers. The allotments were to be offered by auction to the members who were to pay for them by monthly contributions. The rules empowered the trustees of the society (in whom the estate was vested) to borrow money at interest on mortgage of the estate, and it was provided that the members, in proportion to the prices of their allotments, should indemnify the trustees against all liabilities which might be undertaken by them in accordance with the rules. The trustees mortgaged the whole of the estate, personally covenanting to pay the mortgage debt. The society after a few years became unable, in consequence of the deaths and bankruptcy of some of the members, to keep up the interest on the mortgage, and ultimately the mortgagee sold the estate under his power of sale, but it did not produce sufficient to pay the mortgage debt in full. The mortgagee demanded payment of the unpaid balance from the continuing trustee. The remaining members of the society, who were ten in number, refused to indemnify the trustee. The winding up petition was presented by the trustee and the mortgagee. Kay, J., dismissed the petition, on the grounds that neither the trustee nor the mortgagee was a creditor of the society, and that, even if the trustee had paid off the mortgagee, his proper remedy would be by means of an action for indemnity against the individual members.

THE COURT (COTTON, L.J., SIR JAMES HANNEN, and LOPES, L.J.) affirmed the decision on the same grounds.—COUNSEL, *Buckley, Q.C.*, and *W. Baker*. SOLICITORS, *Bell, Brodric, & Gray*.

SOPEL v. ARNOLD—No. 2, 18th November.

VENDOR AND PURCHASER—ACCEPTANCE OF TITLE—FAILURE OF PURCHASER TO COMPLETE—RESCISSION BY VENDOR—RE-SALE—OBJECTION TO TITLE OF SECOND PURCHASER DECIDED TO BE VALID—ACTION BY FIRST PURCHASER FOR RETURN OF DEPOSIT.

This was an appeal from a decision of Kekewich, J. (35 Ch. D. 384, 31 SOLICITORS' JOURNAL, 331, 35 W. R. 451). The action was by a purchaser of land against the vendor to recover his deposit. The price to be paid was £6,100, and the plaintiff paid a deposit of £610. The balance was to be paid on the 1st of February, 1883. The contract contained a condition that, if the purchaser should fail to comply with the conditions of sale, his deposit should be forfeited to the vendor, who should be at liberty to re-sell the property. The purchaser accepted the vendor's title, and a draft conveyance was prepared and approved on behalf of the vendor. The purchaser, however, was unable to pay the balance of the purchase-money, and the vendor, in March, 1883, rescinded the contract, and retained the deposit as forfeited. In June, 1885, the vendor re-sold the property. The second purchaser took an objection to the title, and on the 28th of January, 1886, Chitty, J., held that the vendor could not make a good title. The first purchaser, on hearing of this decision, brought this action against the vendor for a return of his deposit. Kekewich, J., dismissed the action, mainly on the ground that, as was said by Bowen, L.J., in *Hove v. Smith* (32 W. R. 802, 27 Ch. D. 89), "The purchaser cannot insist on abandoning his contract and yet recover the deposit, because that would be to enable him to take advantage of his own wrong." On behalf of the appellant reliance was placed on *Bingham v. Bingham* (1 Ves. sen. 126) and *Hart v. Swaine* (7 Ch. D. 42).

THE COURT (COTTON, L.J., SIR JAMES HANNEN, and LOPES, L.J.), affirmed the decision. COTTON, L.J., said that the question was not the same question as that which would arise if the contract had been still *in fieri*. The purchaser had repudiated the contract. If he had then known what he discovered afterwards, of course he would have acted differently. He would have refused to complete, and would have resisted specific performance, and would have recovered his deposit. But he could not be allowed to take advantage of his own default after accepting the title. *Went v. Stallibrass* (21 W. R. 685, 8 Ex. 175) was distinguishable on the ground that there the purchaser was not in any default within the meaning of the conditions. It was argued that if the purchase had been completed and afterwards it had been discovered that the title was bad, the purchaser ought to have had his money back, and in that case the maxim *Ignorantia juris neminem excusat* did not apply. Even if in such a case an estate could be thrown back on the vendor's hands and the purchase-money recovered, what would be the use of covenants for title? It was said that *Hart v. Swaine* supported the contention. But there Fry, L.J., found that there had been misrepresentation equivalent to legal fraud on the vendor's part, and that the appropriate remedy was to put the parties back into their former positions. Whether that decision was right or wrong it did not lay down a general principle of law that after conveyance a vendor could, in the absence of deceit, be made to give back his purchase-money and take back his estate on the discovery that the title was bad. In *Brownlie v. Campbell* (5 App. Cas. 937) Lord Selborne said, "When the conveyance takes place it is not, as far as I know, in either [England or Scotland] the principle of equity that relief should afterwards be given against that conveyance, unless there be a case of fraud, or a case of misrepresentation amounting to fraud, by which the purchaser may have been deceived." Sir JAMES HANNEN said that there had been no misrepresentation and no concealment of fact. The facts disclosed had satisfied the plaintiff and he had approved the title; there was no common mistake of fact going to the root of the contract, but there was a mistake of opinion as to the validity of the title. The plaintiff's inability to pay was the cause of the repudiation of the contract, and it would be inequitable that the defendant should be called upon to pay back the deposit because someone else had discovered, years after the contract had been repudiated, that the opinion upon which the plaintiff had acted with regard to the title was wrong. LOPES, L.J., concurred.—COUNSEL, *J. M. Rigg*; *Barber, Q.C.*, *Vernon R. Smith*, and *R. Kemp*. SOLICITORS, *Granville Smith*; *Lovell, Sen.*, & *Pitfield*.

HIGH COURT—CHANCERY DIVISION.

Re HANSON'S TRADE-MARK—Kay, J., 18th November.

TRADE-MARK—REGISTRATION—OLD MARK—COLOUR—FANCY WORD NOT IN COMMON USE—DISTINCTIVE DEVICE—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883, s. 64, sub-section 1 (c); s. 67.

This was a motion for an order directing the Comptroller-General to proceed with the registration of two trade-marks in class 42, which had already been registered as old marks under the Act of 1875 in respect of French coffee. The trade-marks consisted of an oblong label divided into three equal and parallel stripes coloured red, white, and blue respectively within a figured border, the colours being shown for purposes of registration by shading with dark lines, but with no dividing lines between the stripes, and, secondly, the words "red, white, and blue." The applicants now desired to register these marks in respect of all goods comprised in class 42 (Trade-Marks Rules, 1883, schedule 3)—viz., "substances used as food or as ingredients in food."

KAY, J., said that the applicants were trying to register a mark which was an old mark with reference to one of the articles included in class 42, but a new mark with reference to all the other articles. It must be treated as a new mark, and it was not a distinctive device. Under the Act of 1883 a distinction depending on colour would not do. One might register a distinctive device and then use it in any colour he liked. If this mark were registered, the applicants might alter the colour to-morrow, they might even use it all in one colour. Therefore, it could not be registered as a new mark, nor could the words "red, white, and blue," for they were not fancy words. Motion dismissed, with costs.—COUNSEL, *Renshaw, Q.C.*, and *J. Cutler*; *Sir R. Webster, Q.C.*, *A.G.*, and *Inglis Joyce*. SOLICITORS, *Ranger & Burton*; *Solicitor to the Board of Trade*.

Re NATION, NATION v. HAMILTON—Kay, J., 12th November.

PRACTICE—COSTS—TAXATION—SOLICITOR AND CLIENT—SHORTHAND NOTES OF EVIDENCE—COSTS, CHARGES, AND EXPENSES.

In this case the question was raised as to the right of trustees to be allowed, as part of their costs, charges, and expenses, the costs of a transcript of shorthand notes of the evidence at the trial. The action was brought by a beneficiary under a will against the trustees of the will, charging them with breaches of trust. It was heard before Bacon, V.C., and was dismissed, with costs, to be taxed as between solicitor and client, and to include any charges and expenses properly incurred by the defendants beyond their costs of the action. On the taxation the costs of the shorthand notes of the evidence were included in the defendants' bill, but were disallowed by the taxing master. The plaintiff appealed from the decision of Bacon, V.C., and on the appeal his counsel used a transcript of the shorthand notes. The appeal was dismissed without the defendants being called on, and their counsel thereupon asked that they might be allowed the costs of their shorthand notes of the evidence, but the court declined to give them against the appellant, Cotton, L.J., saying that "it may be that they are included in costs, charges, and expenses, but I give no opinion on that." And the order was drawn up "without prejudice to the right of the defendants to reimburse themselves out of £10,000 Consols standing in their names, subject to the trusts of the will, their extra costs of the appeal as such trustees, and as between solicitor and client, before parting with the said Consols." The plaintiff was entitled to this sum of Consols absolutely. The taxing master allowed the trustees the costs of the shorthand notes of evidence as part of their extra costs, and the plaintiff now applied by summons that the certificate might be varied by disallowing these costs. It was contended on his behalf (1) that the plaintiff could not be liable for these costs unless the defendants were themselves liable for them to their solicitor, which, on the authority of *Re Blyth and Fanshawe* (31 W. R. 283, 10 Q. B. D. 207), they would only be if their solicitor had pointed out to them, before such costs were incurred, that they might not be allowed on taxation as between party and party, and that defendants had not shown that he had done so. This point, however, had not been stated in the plaintiff's objections to the taxation, and Kay, J., refused to allow it to be raised, or to give time to adduce evidence thereon. (2) It was urged that the question had been concluded against the defendants on the first taxation, and that the defendants ought to have applied at the hearing to be allowed the costs—*Earl De la Warr v. Miles* (30 W. R. 35, 19 Ch. D. 80)—which they had not done.

KAY, J., affirmed the taxing master's decision. The plaintiff's first objection was ingenious and of some substance, but, not having been included in his written objections, it was not open to him now. Therefore, on the materials before him, he must assume that the trustees were properly warned on the point by their solicitor, and that they were liable to him for these costs. As to the second objection, it was not correct to say that the first taxation was decisive against the trustees. All that was then decided was that these costs were not allowable as costs of the action up to that date, and it might well be that at the hearing they were unnecessary, the judge's notes being sufficient. But on an appeal it might be necessary to have shorthand notes of the evidence, and the best test of their necessity in this case was the fact that on the appeal they were actually used by the plaintiff. The summons was dismissed, with costs.—COUNSEL, *Butcher*; *Levett*. SOLICITORS, *Montagu, Scott, & Baker*; *Geare, Son, & Pease*, for *Twee, Geare, & Mathew, Exeter*.

BENDILOW v. THE GUARDIANS OF WORTHING UNION—Stirling, J., 15th November.

NUISANCE—SMALL-POX HOSPITAL—INTERIM INJUNCTION.

A rural sanitary authority bought a cottage and furnished and used it

as a small-pox hospital. The cottage faced a high road on one side, the plaintiffs' land, on which several dwelling-houses stood, on another side, and, on the other two sides, open fields. The plaintiffs' houses were at distances varying from 230 feet to 260 feet from the hospital. This was a motion for an *interim* injunction to restrain the carrying on of the hospital so as to be a nuisance to the plaintiffs. The motion stood over from the 5th of November in order to enable a medical referee on behalf of both parties to inspect the place and report. The report of the referee stated that the hospital was dangerous to persons dwelling in the plaintiffs' houses and susceptible to small-pox, but that the danger was not great, and was one of possibility rather than probability.

STIRLING, J., said that great weight must be attached to that report. He was satisfied that there was sufficient danger to constitute the hospital a nuisance, and the injunction would be granted. The operation of it, however, would be suspended until the 19th of December, in order that patients at present in the hospital might not be removed, and the defendants must undertake not to introduce any new patients.—COUNSEL, *Hastings, Q.C., and Blakesley; Pearson, Q.C., and Warrington.* SOLICITORS, *Carlisle, Unna, & Ryder; Torr & Co., for Dransfield & Sons, Penistone.*

LA TRINIDAD (LIM.) v. BROWNE—North, J., 18th November.
R. S. C., 1883, ORD. XXXVIII., r. 1—CROSS-EXAMINATION OF DEPOYENT
DISCRETION OF JUDGE.

This was a motion for an *interim* injunction to restrain the defendant from dealing with some shares, the subject of the action. On behalf of the defendant application was made for an order for the cross-examination of a person who had made an affidavit for the plaintiffs.

NORTH, J., refused the application. He said that the above rule only provided that the court or judge "may, on the application of either party, order the attendance for cross-examination of the person making" an affidavit, upon a motion. There was no obligation on the court to make the order.—COUNSEL, *Napier Higgins, Q.C., and P. F. Stokes; Alexander.* SOLICITORS, *Parker, Garrett, & Parker; W. F. Tarn.*

HIGH COURT.—QUEEN'S BENCH DIVISION.
AMERSHAM UNION v. CITY OF LONDON UNION—18th November.
POOR LAW—SETTLEMENT—"WIDOWED MOTHER"—CHILD UNDER SIXTEEN.

An order had been made for the removal of a pauper child, aged four years, from the respondent to the appellant union under the following circumstances: At the time the child became chargeable her father was dead and her mother had married again. Neither father nor mother had acquired any settlement other than that of their birth. The birth settlement of the mother was in the appellant union. The birth settlement of the child was in the respondent union. It was contended by the appellants that, as the child's father was dead and the mother had married again, the child had no other settlement than that of her birth. It was contended by the respondents that on the death of the father the child took the only settlement the mother possessed, that is to say her birth settlement, and that she retained that settlement until she gained another according to the true interpretation of the Divided Parishes Act, 1876, s. 35.

THE COURT (STEPHEN and A. L. SMITH, JJ.), held that the order was wrong, and that the child had no other settlement than that of her birth. STEPHEN, J., said that there was no doubt but that the status of the child must be considered immediately upon her becoming chargeable. At that time her father was dead, and her mother, who had married again, could not be said to be a "widowed mother." The court could not look at any derivative settlement. Therefore there was no settlement in existence but the child's birth settlement. A. L. SMITH, J., concurred.—COUNSEL, *Graham and Ashton; Poland.* SOLICITORS, *Allen & Edwards for H. Bradford, Amersham; The City Solicitor.*

REG. v. FARRANT—19th November.
JUSTICE OF THE PEACE—INTEREST DISQUALIFYING.

In this case a rule absolute for a prohibition had been obtained to restrain Dr. Farrant, the mayor of Taunton, from sitting to hear and adjudicate upon certain charges of assault. It appeared that the doctor had been called in to attend one of his patients, upon whom the alleged assault had been made, that he had prescribed for him, and had advised him not to bring the case before the magistrates. He had also received a communication, alleged to amount to an admission, from the person against whom it was intended that summonses for assault should be taken out. It was further alleged that he had offered to make a bet that, if the case came into court, the charges would be dismissed, though this was contradicted, and the court held it not to be proved. The prohibition was obtained on the ground that he was prejudiced in the matter, and that he was a necessary witness for the prosecution.

THE COURT (STEPHEN and CHARLES, JJ.) granted a *supersedeas*. STEPHEN, J., said that though, no doubt, the law was that not only did any pecuniary interest, however small, disqualify a magistrate from acting, but also, if it was proved he was so far interested in other respects in the matter as to render it probable that his judgment would be prejudiced, he ought not to sit as a judge. But in the present case all that the mayor had done was to suggest, as a friend, that the case had better not be proceeded with. That was often done by judges in court, and could not be accounted a bias. It was alleged that the mayor would have to be called as a witness, but it would be creating a precedent which would cause great inconvenience to hold that, merely because a judge or magistrate was to be called as a witness, he could not sit on the bench. CHARLES, J.,

concurred.—COUNSEL, *Sir H. James, Q.C., and Odgers; Wheeler, Q.C., and Dennis.* SOLICITORS, *Willocks, for Oresswell, Taunton; Stephens & Co., for Crawshaw, Taunton.*

CASES AFFECTING SOLICITORS.

Re METCALFE, METCALFE v. BLENCOWE—Stirling J., 16th and 17th November.

TAXATION—BILL OF COSTS—SOLICITOR AND CLIENT—ELECTION—NOTICE—"UNDERTAKING ANY BUSINESS"—"CLIENT"—ORDER OF SEVERAL TRUSTEES—GENERAL ORDER UNDER SOLICITORS' REMUNERATION ACT, 1881 (44 & 45 VICT. C. 41), RR. 6, 8—SUMMONS TO REVIEW TAXATION.

The question in this case was as to the validity of a notice of election under rule 6 of the General Order to the Solicitors' Remuneration Act, 1881. This depended upon (1) whether the election was made in time; (2) whether the election, being communicated to only one of two trustees, could be supported. Messrs. Tamplin, Tayler, & Joseph acted as solicitors for Mr. Blencowe and Mr. W. C. Metcalfe, who, as trustees, were defendants in an administration action. In the course of this action it became necessary to raise a sum of money for payment of costs. It was at first proposed to do this by way of mortgage, but afterwards it was determined to sell a portion of the estate for the purpose. A summons was taken out in the action, and an order for sale made on the 7th of May, 1886. No steps were taken by the solicitors in the matter of the sale between that date and the 21st of June, 1886, on which day Messrs. Tamplin, Tayler, & Joseph communicated their election in writing to Mr. Metcalfe, one of the trustees, in the following terms:—"Re Metcalfe (deceased). Referring to the proposed sale of the 'Metcalfe Arms,' we beg to inform you and your co-trustee, Mr. Blencowe, that we hereby elect that our remuneration for such business shall be in accordance with the old system of costs as altered by schedule 2 of the Remuneration Order." Shortly after the 21st of June, 1886, the sale was proceeded with, and in due course completed. The bill of costs was made out on the footing of the above notice. The taxing master disallowed many of the items on the ground that the remuneration should be according to the scale charge fixed by schedule 1 to the General Order under the Solicitors' Remuneration Act, 1881. The defendants objected to the disallowance of these items, urging that they were rightly included in the bill, being charges for conveyancing work done, as fixed by schedule 2 to the General Order made in pursuance of the Solicitors' Remuneration Act, 1881, and because, before undertaking the business in respect of which such charges were made, the defendants' solicitors, by writing under their hand, communicated to the client that they elected that their remuneration should be according to schedule 2 of the General Order. The taxing master overruled these objections on the ground (*inter alia*) that the notice was given only to one trustee, not to both, and that, in his opinion, a notice of this description should be given to all the trustees. The taxing master then certified the taxation according to the scale in the General Order, whereupon the defendants took out this summons, asking that their objections to the taxation might be allowed, and for a reference back to the taxing master to vary his certificate accordingly. During the argument certain items in the solicitors' bill of costs were referred to. These are mentioned in the judgment.

STIRLING, J.—A point has been argued before me which was not brought to the notice of the taxing master, and on that point I decide the question. While, therefore, it is on that account unnecessary for me to discuss the reasons advanced by the taxing master for the course which he has taken, I wish it to be understood that I do not disagree with those reasons. The question in this case is whether the election was made in accordance with rule 6 of the General Order to the Solicitors' Remuneration Act, 1881. That rule says that, "In all cases to which the scales prescribed in schedule 1 hereto shall apply, a solicitor may, before undertaking any business, by writing under his hand communicated to the client, elect that his remuneration shall be according to the present system as altered by schedule 2 hereto, but if no such election shall be made, his remuneration shall be according to the scale prescribed by this order." Now the business in this case was conveyancing business connected with a sale in the course of an administration action for the purpose of paying certain costs. It has been argued by Mr. Dickinson that the order for sale being made on the 7th of May, 1886, and the notice of election being given on the 21st of June, 1886, and nothing having been done in the matter of the sale in the meantime, the election was in time. But I find in the solicitors' bill of costs an entry, under date the 24th of March, of a charge for preparing the summons for sale; on the 31st of March a charge is made for attending the summons; and on the 5th of April a conference is charged for at which the question was discussed whether the sale should be by public auction or private contract, and the title was considered. In my opinion this case comes within the principles laid down in *Re Allen* (35 W. R. 218, 34 Ch. D. 433) and *Hester v. Hester* (35 W. R. 233, 34 Ch. D. 607), and it is too late, under the 6th rule of the General Order, for a solicitor to declare his election after holding a conference with the client for the purpose of discussing the mode of sale and the title to the property. Such a conference is properly business covered by the scale charge; and the election referred to in the rule must be, in my judgment, declared before undertaking any such business. As regards the reasons given by the taxing master, one of them raises a question of some importance, as to which it may be well that I should express an opinion. The taxing master says that notice to one of two trustees is not sufficient. It is not necessary for me to decide the point; but, as at present advised, I consider that a solicitor must pursue his right of election under the General Order strictly, and that as according to the rule notice must be communicated to "the client," and the client in this case consisted of two persons, notice to one of them was not sufficient.—

COUNSEL, S. Dickinson; A. W. Rowden. SOLICITORS, Tamplin, Tayler, & Joseph; Ernest Bevir.

IN THE MATTER OF A SOLICITOR—Q. B. Div., 21st November.

This was an application to strike a solicitor off the roll. He was a married man, and in some controversy between himself and his wife as to property had given an undertaking to pay to his wife a sum of £500 out of a certain fund he was to receive. Then there was a suit by her for a separation under certain circumstances, and he had not performed his undertaking.

Jelf, Q.C. (J. Brooke with him), who appeared for the wife, urged that this was *prima facie* sufficient.

Murphy, Q.C. (Rose-Innes with him), who appeared for the solicitor, admitted that he ought to have carried out his undertaking, but urged that his not doing so was not a ground for such an application, as the undertaking was not given by him as solicitor but as party. In the result,

THE COURT took this view and discharged the application, but without costs, as they did not approve the conduct of the solicitor.—*Times*.

Ex parte SCANTLEBURY, Re GUY—Q. B. Div. (Bankruptcy), 16th November.

BANKRUPTCY—ORDER BY CONSENT—AGREEMENT FOR COSTS "AS BETWEEN SOLICITOR AND CLIENT"—FORM OF ORDER—PRACTICE.

In this case an order by consent agreed upon by the parties was handed up to the judge for his approval. The order in question contained a proviso to the effect that the respondent should pay the appellants their costs "as between solicitor and client."

CAVE, J., said that a form of order by consent had been handed to him, and part of the order was to this effect, that the trustee pay the creditors (the appellants) their costs as between solicitor and client. In his opinion that was perfectly monstrous. Such a proviso ought never to be put into any order. His lordship could not consent to it, and it was a form he altogether disavowed. The words must be struck out.

IN THE MATTER OF CHARLES GEORGE BARNES, A SOLICITOR—Chitty, J., 18th November.

In this case Chitty, J., made an order for the attachment of Charles George Barnes, a solicitor, stated to be in practice at Hastings [but see ante, p. 12], for his disobedience to an order directing him to pay to certain trustees a sum of more than £1,100, received by him as their solicitor, and which sum formed part of the trust estate.

Sims Edmunds appeared for the respondent, and asked for seven days' further time in which to pay the money.

CHITTY, J., said that the respondent had had already a great deal of time.

Sims Edmunds asked that the order should be directed not to be drawn up for four days. The respondent had long been in ill health.

CHITTY, J., said that he had but one course to adopt, and that was to make an immediate order. The matter had been standing over for a long while. The applicants were not bound to execute the writ.—*Times*.

Re TWO SOLICITORS, Ex parte THOMPSON.—Q. B. D., 15th November.

This was an application on behalf of Mr. Thompson to strike off two solicitors from the roll on the ground, first, that in the conduct of certain suits they had "acted as agents for a person not duly qualified to act as an attorney or solicitor, and had permitted or suffered their names to be made use of in an action upon the account or for the profit of such unqualified person," against the provisions of the Solicitors Act (6 & 7 Vict. c. 73), s. 32; and, secondly, that their charges in a bill of costs were so excessive as to be extortionate and fraudulent. The actions referred to were a series of seven actions arising out of the *Armstrong case*, in reference to certain publications by the *Pall Mall Gazette*. Upon affidavits it was alleged that one Ballinger, a journalist, professed to have "got up" the various actions for the benefit of the solicitors, Francis Hill and Charles Hill, carrying on business under the title of Head & Hill. In a letter dated May, 1886, Ballinger appealed to Charles Hill for a division of the profits which he alleged had been received by Messrs. Hill as a result of the several actions. No immediate answer was sent by Charles Hill, but in June, 1886, he wrote, regretting that "this matter had not been settled before," and offering Ballinger four-ninths of the proceeds of damages obtained. The facts relating to the letters are stated in the judgment.

STEPHEN, J.: Part of the evidence is about an alleged agreement, which agreement, if proved to have taken place, undoubtedly would bring the case within the 32nd section of the Act; but the essential part of the evidence consists of two letters, one of which is written on the 18th of May, 1886, and the other is written on the 10th of June, 1886. I will read the two letters, the second of which letters is not in answer to the first; but it is written at no very great distance of time, and is written about the same subject. And I think that the letters are of a nature which will leave very little doubt—in fact, no doubt to my mind—as to what did take place between these people, although some parts of the agreement are left in question. The first letter is: "My dear Charlie,—You have not sent Mr. Innes' fees; but on second thoughts I think it would be preferable that you should exercise your own discretion in the matter—of course taking care that he does not put fancy prices on his work." [That seems to relate to some matter which is not before us.] "When you close accounts will you kindly send an open cheque in a registered letter to me; that is if you mean to let me have anything." Now that may, for aught I know, refer to Innes' fees; but it is a passing expression on which Mr. Kemp very naturally fastened in order to shew that the whole matter was not one of

agreement at all. But I cannot take that view when I read the rest of the letter. This is a new paragraph, and looks as if it were new matter. "I am extremely sorry that Frank thought my view of what I considered I was entitled to 'extortionate.' The word is horribly ugly, but I am happy in the knowledge that such an expression is one not founded upon any reasonable principle that can, with the slightest sense of justice, be applied to this 'affair.' It is very clear that where anything is to be divided the most equitable division is that the recipients share *equally*; and there is nothing in this 'affair' to call for a departure from such a common principle of justice. In fact, if it were necessary, there are such circumstances in this case which make it one of all others in which the division should be equitably carried out. I refer especially to the fact that you have had an amount for costs which could only previously have existed in my mind, and which has exceeded your full bill of costs to the extent of £100; and yet you think an equal division unfair! I do not think that you yourself could have arrived at such a conclusion, nor even Frank, except that, having unwittingly offended him, he seeks to treat me as a stranger, whereas I fancy I am entitled to be treated as a solicitor and receive my half of the profits." That is, he has been acting as solicitor in this matter. "You are well aware that there are dozens of large firms who will give me 'half' for my introductions in ordinary cases, and even where they do not get paid an exorbitant bill of costs. The only advantage with you is that I can work the cases myself, knowing you as I do. And so with care and thought, which ordinary solicitors are unable to bestow upon the cases, I am able to effect a result which otherwise would not be brought about." And then he says the terms on which he would have settled the action. "You seem to forget that I invented the action. Neither you nor Broughtons thought there was a claim until I explained it; and are you, therefore, entitled to two-thirds of the profits and to my one-third when without me you would not have seen the action, and yet I, without you, would have made profit to the extent of all I suggest? For I know other respectable solicitors, and even 'Mr. So-and-so' would consent to any terms I suggest provided I do so beforehand." This is another point on which Mr. Kemp strongly insisted: "With you I did not think it necessary, for you always gave me to understand that you would treat me on agency terms." Now, taking that altogether, it certainly seems to come to this: "I did not make a positive bargain with you for so much beforehand, but I did make a bargain that this was to be conducted on joint account, and I was to be considered as agent; and it was as agent that I ought to get half." That seems to be the view he takes of it. "And the few spec. actions have been to our mutual liking, which on my experience is often the case in agency." I suppose he means not often. "Those spec. actions have been to my loss as well as yours, and my expenditure of cash has exceeded yours. But in this world we must take the rough with the smooth." I do not think there is anything else in the letter which requires much notice, but the substance of it throughout is, "You know we undertook this business on joint account, and you ought to pay me at least half of the profits in this action, although there are some circumstances which perhaps might entitle me to be paid more." Now that letter was, to be sure, written after the thing happened; but it is not repudiated then, nor is it repudiated now, as I understand, by the affidavits of either of these solicitors. But there is a letter which one of them wrote, and it is now proper to mention the names of the solicitors. They are Francis Hill and Charles Thomas Hill, solicitors of the Supreme Court of Judicature; and Charles Thomas Hill writes this letter:—"P.S.—I enclose cheque for £24 12s. Dear Ballinger,—I regret having been unable through pressure of work to settle this matter before. We have come to the conclusion that, taking into consideration the loss of time, disbursements, &c., in the other matters, it is but reasonable that we should receive five-ninths. The amount will accordingly be as follows." Then there is an account of how he makes up the £24 12s., for which he incloses the cheque. It appears to me that that is clearly a business transaction, and as clearly contemplated as a business transaction; and must have been from the beginning contemplated as a business transaction on the joint account of these people as any transaction whatever could be. I am clearly of opinion, therefore, that Mr. Charles Thomas Hill, at all events, has brought himself within the section in question. As to Mr. Francis Hill, he declares that he knew nothing about it, that his brother Charles managed the whole business, and that he represented the matters to him otherwise than they really were. I do not see that Francis Hill is sufficiently connected with this matter; I do not see any evidence whatever that one might suspect, or anything whatever but what would be natural from the double relationship of partners and brothers. One must go according to the evidence; and it is not merely because a brother misconducts himself that another brother, who happens to be his partner, is to be responsible, or that it is sufficient evidence to convict Francis Hill in a matter of this kind. Therefore I shall only say, as against Francis Hill, that the rule will be discharged without costs. It is quite enough to say that the matter has been very properly inquired into. But now about Charles Thomas Hill. Charles Thomas Hill appears to me, for one thing, to bring himself within that section. Then, independently of that section, it appears to me to be a gross breach of professional propriety to conduct business on these terms. I can hardly imagine more shameful and scandalous kind of conduct on the part of a solicitor than to have business of this kind brought to him by a jackal who claims money or gets money for it afterwards. I think that amounts to professional misconduct, quite apart from the bare words of the Act of Parliament. The profession of a solicitor ought to be, and in the very great majority of cases is, a very honourable profession; but business carried on of that kind is dirty and shameful to the last possible degree. The other question is about the charges made in the bill. I do not propose to go into it, but I think that they fall exactly within that case which was read by Mr. Kemp. I think if people charge for certain classes of work too much by nearly £500, that £500 in-

creasing their real charges double, forming half of the total amount of their bill, if they chose to sit down and take their pen and write down £500, or nearly £500, when they are not entitled to quite £50—when they write down £400 and something when they ought to have put down £47; and when they do in the course of the case the things which we have heard, that is fraudulent, and it is a fraudulent demand to make; and no one could possibly make it except on the speculation that possibly he might evade the diligence of the master or the sharpness of his opponent. I think it is an insult to proceedings in a court of justice that people should bring forward monstrous charges of that kind and see them taxed down, and then say, "After all, I have got to pay the costs of the taxing, and that is all." I do not think it decent that we should take that view of the matter; and, taking the whole of these matters together, we consider that Charles Thomas Hill has been guilty of a very serious offence, and with regard to him he will be suspended from practice for three years.

CHARLES, J. : I am of the same opinion, and have nothing to add, as I agree entirely with what my learned brother has said.

MR. R. T. REID : The order will be that Charles Thomas Hill, of 52, Chancery-lane, will be suspended for three years?

STEPHEN, J. : Yes; and he will have to pay the costs of the rule and the Law Society's costs as well.

BANKRUPTCY CASES.

Ex parte YSTRADFODWG LOCAL BOARD, *Re* THOMAS—Cave, J., 16th November.

BANKRUPTCY—PREFERENTIAL CLAIM FOR LOCAL RATES—BANKRUPTCY ACT, 1883, s. 40, SUB-SECTION (1) (A)—PUBLIC HEALTH ACT, 1875, s. 211, SUB-SECTION (3).

This was a special case stated for the opinion of the High Court. On the 12th of January, 1887, the bankrupt filed his petition in the County Court of Glamorganshire. On the 17th of January he was adjudicated bankrupt, and on the same day an order for the summary administration of the estate under section 121 of the Bankruptcy Act, 1883, was made, and the official receiver became trustee. At the time of the petition the bankrupt was tenant of a house and shop at Ystrad Rhondda, which he held under a lease for twenty-one years from the 14th of April, 1882, granted by Richard Evans, at a yearly rent of £32. The trustee did not disclaim the lease, but on the 1st of February, 1887, he sold his interest in it to a brother of the bankrupt, since which date the bankrupt, with his wife, has remained in occupation as tenant under the purchaser, a business being carried on in the wife's name. At the date of the receiving order there was due to the Ystradfodwg Local Board the sum of 13s. 1d. for their local board rate, made on the 8th of October, 1886, for the half-year from the 30th of September, 1886, to the 25th of March, 1887, and payable in advance. The bankrupt having gone out of occupation before paying the rate, the trustee contended (1) that he was not liable to pay, under section 40, sub-section (1) (a), of the Bankruptcy Act, 1883, in respect of the bankrupt's occupation more than the bankrupt would have been liable to pay; and (2) that having succeeded the bankrupt he (the trustee) was liable for a further amount proportioned to the period of his own occupation, which ceased on the 1st of February, 1887. The official receiver as trustee had offered to pay the proportion of the rate from September 30, 1886, to February 1, 1887, but the local board refused this, and contended that they were entitled to payment of the whole rate. Section 4, sub-section (1), of the Bankruptcy Act, 1883, provides that: "In the distribution of the property of a bankrupt there shall be paid in priority to all other debts—(a) All parochial or other local rates due from the bankrupt at the date of the receiving order, and having become due and payable within twelve months next before such time, and all assessed taxes, land tax, property or income tax assessed on him up to the fifth day of April next before the date of the receiving order, and not exceeding in the whole one year's assessment." And section 211 of the Public Health Act, 1875, which deals with the assessment of a general district rate, provides, by sub-section (3), that, "If any owner or occupier assessed or liable to any such rate ceases to be owner or occupier of the premises in respect whereof he is so assessed or liable before the end of the period for which the rate was made, and before the same is fully paid off, he shall be liable to pay only such part of the rate as may be in proportion to the time during which he continues to be such owner or occupier; and in every such case, if any person afterwards become owner or occupier of the premises during part of the said period, he shall pay such part of the rate as may be in proportion to the time during which he continues to be such owner or occupier, and the same shall be recovered from him in the same manner as if he had been originally assessed or liable." The question submitted to the High Court was whether, in the above circumstances, the estate of the bankrupt was liable to pay the rate for the whole half-year—viz., from September 30, 1886, to March 25, 1887—or whether the estate was only liable to pay an apportioned part of it up to the date of the order of adjudication.

CAVE, J., held that the estate of the bankrupt was liable to pay the rate for the whole half-year. Section 40, sub-section 1 (a), of the Bankruptcy Act, 1883, provided that all parochial or other local rates due from the bankrupt at the date of the receiving order should be paid in priority to all other debts. This was a local rate due from the bankrupt at the date of the receiving order, and was clearly within the section unless there was anything to take it out. By section 211, sub-section (3), of the Public Health Act, 1875, it was provided that if any owner or occupier assessed or liable to any rate ceased to be owner or occupier of the premises before the end of the period for which such rate was made, and before it was

fully paid off, he should be liable to pay only such part of the rate as might be in proportion to the time during which he continued to be such owner or occupier. Unfortunately, this bankrupt had not ceased to be the occupier of the premises. He was occupier at the date of the receiving order, and he occupied during the whole period over which the rate extended. The case could not be brought within section 211 of the Public Health Act; and, that being so, it was within section 40 of the Bankruptcy Act. The proper course for the trustee to have adopted was to have had this question of the liability to the rate taken into consideration on the sale of the property.—COUNSEL, *R. V. Williams*; *Muir Mackenzie*. SOLICITORS, *J. H. Wrentmore*, for *Walter H. Morgan & Rhys*, Pontypriid; *The Solicitor to the Board of Trade*.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

INTERMEDIATE EXAMINATION.

The following candidates, whose names are in alphabetical order, were successful at the Intermediate Examination held on the 3rd of November, 1887:—

| | |
|-------------------------------------|------------------------------------|
| Allen, John | Dexter, Albert |
| Arnold, Arthur William | Dickinson, Robert |
| Arnold, Frank Tertius | Doughty, Henry Etherington |
| Arnold, William | Draper, Herbert |
| Backhouse, Herbert Eustace Percy | Druce, Julius Wyatt |
| Bailey, Harold Ormrod | Dutton, Thomas Moore |
| Bailey, Harry | Ede, Edward Hornby, B.A., LL.B. |
| Bamford, Thomas Henry Broughton | Edmunds, David Rees |
| Barlow, Thomas | Evans, Aneurin Oliver |
| Barnes, William Herbert | Everitt, Henry Reeve |
| Barrington, Thomas | Fenton, Arthur Edward |
| Barrow, Walter | Field, Frederick William |
| Bartley, Richard Edward | Finchott, William Henry |
| Battersby, William | Fisher, Lionel George |
| Beech, Charles Henry | Forester, Robert Harding |
| Berry, Thomas William Seager | Forshaw, William John |
| Bickle, John William | Foster, John Henry |
| Birks, William John | Foulkes-Jones, John Williams |
| Blair, James | Francis, Alfred Williams |
| Blundell, Charles Winnell | Freeman, Alfred George |
| Blyth, Robert William | Frost, Thomas Richard |
| Board, William Arthur | Frost, William Spatobett |
| Boulting, Eustace George | Fullalove, William Thomas |
| Brewer, Charles William Low | Gaury, Arthur Jean |
| Brice, Francis Roper Fourness | Godwin, Alfred |
| Broad, John | Goody, Sidney Carr |
| Brooksbank, John Lonsdale, B.A. | Gore, Arthur Henry Nichols |
| Brown, Harold Frederick Stewart | Goucher, Thomas Boden |
| Brown, James Webster | Graham, Peter, B.A. |
| Brown, John Edward | Greatwood, Henry Francis Ross |
| Bryant, Thomas Egerton | Green, Chasler Tertius |
| Budd, Edmund Hayward | Green, James |
| Bugg, Arthur Sadler | Green, Thomas Henry |
| Bulbeck, William Henry | Greenwood, John James |
| Bunnett, George Radclyffe | Griffith, Arthur Foster, M.A. |
| Burne, John Ford | Grove, Henry Leslie |
| Burnett, James Ridley, B.A. | Hansbrow, George Montgomery |
| Burton, Arthur Angell, B.A. | Harris, William Edwin |
| Cadle, Harry Sidney, B.A. | Harris, William Nelson |
| Cant, Howard | Hart, Dudley Frank |
| Carpenter, Owen | Haye, George |
| Charrington, Francis, B.A. | Haynes, Freeman Archibald Grant |
| Carter, John William | Heath, Christopher Reginald Walter |
| Chapman, Frank Henry | Heaton, Beresford Rimington, B.A. |
| Chater, Edward Wilson | Herring, Styleman Percy Bell le |
| Chilton, Guy | Strange |
| Christopher, Freville Gurney | Hill, Algernon Frank |
| Clark, James Maslin | Holroyde, Samuel |
| Clarke, James Redfern | Houle, Evan Percy |
| Collison, Frederick Thackeray, B.A. | Howard, George Thomas |
| Colton, Michael Herbert | Hoyle, Richard Dudley |
| Cooper, Harry Thew | Hunter, Joseph Lowther |
| Cooper, James Hawkes | Hurd, Herbert Edward |
| Copeland, William Burdon | Ingram, Andrewes |
| Craileheim, Francis William, B.A. | Ingram, Melville Herbert |
| Crawley, James Henry | Ison, Edwin Henry Cooke |
| Crawshaw, Lionel Townsend, B.A. | Jackson, John Herbert |
| Crawshaw, Charles Herbert | Jackson, Maxwell, B.A. |
| Croft, Cyrus Latimer | James, William Thomas |
| Cromack, Charles | Johnston, William |
| Cunningham, William Doveton | Jones, Arthur Wanabrough, B.A. |
| Danger, William Landale | Jones, Frederick Noah |
| Davies, David Thomas | Jones, Harold Christian |
| Davies, John | Joyce, Sherard, B.A. |
| Davies, John Howard | Keene, Thomas Mann |
| Davies, Sydney Walter | Keites, Harry |
| Dawes, Walter Wiley | Kemphorne, Frederick Howel |
| Dawson, Charles William | Kettle, Robert Henry, B.A. |
| Desborough, Montague William | Kirk, William |

Küttgen, Charles Adolf
 Ladyman, Arthur William
 Ladyman, Thomas Birchall
 Lambert, Frank Lionel
 Lanfear, Cecil Henry
 Lawman, Arthur John
 Lean, Samuel Roscarrock
 Lees, Arthur John
 Lightfoot, George Augustus
 Lingard, George Alexander Rowson
 Llewellyn, Herbert Lord
 Lloyd, Edward
 Lloyd-Jones, Charles Tilsley
 Lubbock, Rolfe Arthur
 Mackenzie, Martin Edward, B.A.
 Marriott, William
 Marshall, Gerald Cook Rogers
 Mason, Robert Farrer
 Mellersh, Percy Sisson Neale
 Meynell, Edward
 Minchin, Spencer Augustus
 Mitchell, Thomas William
 Moore, Bendle Warburton
 Moore, Maurice
 Nanson, Ernest Lonsdale
 Nash, Edward Tatham
 Newson, Walter Alexander, B.A.
 Okell, John
 Peck, Edward Francis
 Pedley, Samuel William
 Pengilly, Alexander
 Peters, Arthur, B.A.
 Phillips, James Robert, B.A.
 Pocock, Alfred Grooby
 Pollard, Albert Edwin
 Prebble, Harry Ward
 Preston, Hermann Leigh Newbery
 Randall, Francis John
 Ratcliffe, Edgar Rainier
 Rayner, Charles Sidney
 Reeves, Hugh William
 Richards, Philip Howden
 Ricketts, Edward
 Rumbold, Charles Alfred
 Rumney, Abram Wren, B.A.
 Rushforth, Robert Henry
 Russell, Joseph Carlisle
 Rymer, Matthew
 Shackleton, George Richards, B.A.
 Sheehy, Robert Joseph
 Shoosmith, Thurston Laidlaw
 Silvester, Thomas Edward

Simpson, Edward Overend
 Sims, Arthur
 Smith, Albert Edwin
 Smith, Alfred Edward
 Smith, George
 Smith, Gilbertson
 Snow, Norman Edward
 Spyer, Edward Saloman
 Stainton, Alfred Palmer
 Startup, James Collingwood
 Stead, Arthur James
 Stevenson, Francis Raymond
 Sturdy, George
 Storry, Edwin Rougemont
 Stubbs, William Henry
 Taylor, David
 Taylor, Ernest Ramsay
 Tetley, Robert Henry
 Thomson, William Alexander
 Tunncliffe, Robert
 Turner, Hamilton
 Turner, Joseph William
 Vanderpump, Louis Leonard
 Vassal, Harry Graeme, B.A.
 Verey, James Gwynne
 Waley, John Felix, B.A.
 Walsh, Frederick Albert
 Walters, Herbert Graham, B.A.
 Warhurst, Thomas King
 Watts, Augustine, M.A.
 Watts, Hugh Alban, B.A.
 Way, Ernest William
 Welton, Robert
 Wheble, Sidney Joseph
 Whish, Henry Edward
 White, Francis Henry
 White, George Herbert
 Whitford-Hawkey, Edward Thomas
 Theophilus, B.A.
 Wilkinson, Basil Henry
 Willey, Arthur Wellesley
 Williams, Arthur Harrison, B.A.
 Williams, David Rhys
 Williams, Edward
 Wilmot, Edward Dudley Lea
 Wilmot, Thomas
 Wilson, James Moffatt
 Wilson, William Henry
 Wood, Herbert George Tyrrell
 Woodward, John Arthur Tovey
 Wright, Robert Arthur

Davey, George Middleton
 Davies, Edward Clement
 Davies, Walter William
 Davis, George Herbert
 Davis, George Wellinger
 Daw, John Edward
 Dawson, Charles Frederic
 Day, Francis Meredith
 Day, Henry Purcell
 Dickinson, Cecil
 Dixon, Frederick Cornelius
 Downing, John Wesley
 Drury, Aubrey, B.A.
 Ducker, John Anthony, B.A.
 Dunderdale, Charles
 Dunn, Cecil William
 Durant, Edward Cecil
 Eley, Robert Spence Taylor
 Ellis-Fermor, Ernest Joseph
 Ellison, John
 Emerson, Charles George
 Ensor, Edward Robert
 Eskridge, Theodore Robson
 Evans, Eldon
 Farmer, Charles Albert, B.A.
 Fort, Thomas
 Foskett, Henry
 Foster, Lancelot Rougier
 French, Basil Peter William, B.A.
 Furniss, George
 Gamble, George Archibald
 Garnett, Henry William George
 Gerrish, Ernest Stratton
 Gillow, William
 Gilroy, George Norris
 Glascombe, Richard Walter
 Glover, Roger Richard
 Godard, John George
 Goodall, Henry Arthur
 Goodson, Arthur Benrose Rogers
 Goodwin, Thomas Henry
 Graham, John
 Gray, George Robert
 Green, John Walter
 Green, Walter Herbert
 Green-Price, George William Whitmore
 Griffith, Robert Hebert
 Grist, Edward James
 Guthrie, Thomas Robinson
 Hall, William Charles
 Hall-Say, Geoffrey Norman Edward
 Hallas, Edgar Wheatley
 Harbord, Arthur Taylor
 Hardcastle, Melvill Joseph
 Harris, Reginald Brunel
 Haygarth, Matthews Henry
 Hays, John Stormont
 Heath, Alfred Thomas
 Heeley, William
 Hicks, William
 Higge, William Ward
 Hilbery, George
 Hill, Arthur Bernard Lewin
 Hill, Frederick William
 Hillas-Drake, Thomas Standish, B.A.
 Hills, Henry Maurice
 Hindle, James
 Hindle, John Percival
 Holden, Thomas
 Holmes, Thomas Henry
 Horne, Alderson Burrell
 Hoyle, Percy Savile
 Hudson, Richard
 Hulme, Robert Edwards
 Humphries, Charles, LL.B.
 Huxtable, John Elliott
 Ives, Robert Garside
 Jobson, John
 Johnson, Bryan Edward
 Johnson, Robert Graver
 Jones, Ebenezer Gwyn
 Jones, Frederick Owen, B.A.
 Jones, Frederick Victor Madoc
 Jones, Harry
 Jones, John Thomas
 Jones, Lloyd Overstone
 Jupp, Ernest Holroyd
 Kaye, Walter Thoroton, B.A.
 Kimber, Henry Dixon, B.A.
 Kingsford, Frank
 Kitcat, Aubrey Paul, B.A.

Knight, Hugh Coleraine, B.A.
 Law, Herbert
 Lee, Arthur
 Lee, George Traveyan
 Lee, Harry James
 Lettis, Charles William
 Logan, George Alfred
 Lynch, Francis Xavier
 Lyne, George Cobbett
 Mallorie, Thomas Frank Percy
 Markham, Charles Stenton
 Marriott, John Morpott
 Marston, Arthur Edwin
 Martin, George Maynard, M.A.
 Matthews, John Brumhead
 Mayson, Frank
 Meadows, Robert Charles
 Mellor, Percy
 Miles, Alfred Horsfall
 Miller, Thomas
 Mitchell, Arthur John
 Moorhouse, Christopher
 Morgan, John Austin
 Morgan, Thomas Joseph
 Morton, John Tatham
 Mote, Henry William
 Munby, Frederick Hugh
 Muncaster, Edward
 Needham, Robert
 Nevins, Victor Edgar Eamsonson
 Newstead, Charles Vincent
 Newton, Oliver
 Nicholson, Charles Leopold William
 Oakley, Thomas William
 Ochse, Oscar
 Ogden, Frank Everard
 Ogden, James Herbert
 Owen, John Vulliamy
 Oxley, Ernest Frederick George
 Padley, George Frederick
 Paine, William Worship, B.A.
 Pascoe, George William
 Pease, Robert
 Pemberton, Harold
 Perkins, Arthur Thomas, B.A.
 Perry, Charles
 Pidcock, Arthur
 Pierce, Henry Herbert
 Piercy, Colin Carlton
 Piper, Charles
 Potts, Charles Herbert
 Powell, Ernest Ormsby, B.A.
 Preston, William
 Price, George Louis
 Priestly, Frederick Horace
 Puckridge, William Henry, B.A.
 Pugh, George Richard Gould
 Radcliffe, David Clarke
 Ransom, D'Oyley Scott
 Rastrick, Edwin Elliott
 Ray, Percy Charles
 Raybould, Alfred Jones
 Rayner, John Fawcett
 Reckitt, Charles Coleby
 Rees, David
 Richardson, Wilfred Topham, B.A.
 Ricketts, Lionel James Bevan
 Roberts, William Pierpoint
 Robinson, Cecil Peregrine
 Robinson, George
 Robinson, George Henry
 Rodgers, Robert
 Rogers, Charles
 Rogers, John
 Rose, John William, B.A.
 Russell, Charles
 Russell, John Speke
 Sandos, Charles Frederick, B.A.
 Shaen, Arthur O'Ferrall, M.A.
 Sharland, George
 Sharp, John Moverley
 Simpson, Harold
 Slater, Samuel Mills, B.A.
 Smith, Arthur
 Smith, Harry Hall Parson
 Smith, Reginald Ernest
 Smith, Robert Lionel Monk
 Smyth, Stuart Edward, B.A.
 Snell, John Beddome
 Soame, Charles Buckworth Herac
 Spencer, Augustus Thomas
 Stabler, James William
 Stanistreet, Arthur Frederick

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 1st and 2nd of November, 1887:—

Abbott, Frederick Charles
 Adcock, Herbert Phillips
 Allen, James
 Allen, William Gough
 Almond, Charles Henry
 Appleby, Reginald Woodfield
 Astley, Henry D'Oyley Wolvey
 Austen, John Soame, B.A.
 Baker, Archibald Henry
 Bankes-Price, William Hughes, B.A.
 Barratt, Ernest
 Barrowclough, John
 Bartlett, Edward Whiteley
 Barton, Henry Alexander, B.A.
 Bassitt, Joseph Doncaster
 Bell, Francis James
 Bennett, Ernest William Thomas
 Benson, Edward Ernest
 Benson, William Lockwood Maydwell
 Bingham, George Pettinger
 Bird, John Arthur
 Blackburn, Ve non Kent
 Blake, Alfred James
 Blake, Gerard Frederic, B.A.
 Blackiston, Rochfort Polliott, B.A.
 Bloomer, William
 Boatman, Tom
 Brandon, Edward Tyrrell Horace, B.A.
 Breese, James
 Bridgeman, Benjamin James
 Brodie, Wilfred Leslie Waldegrave
 Bromley, Richard
 Brooke, Henry Daniel

Brooke, Henry Richard Patton, B.A.
 Broomhead, Thomas
 Brown, Malcolm Tomlinson, B.A.
 Brown, Norman Wentworth
 Bryan, Thomas William
 Burniston, James
 Burrow, Alfred
 Burrows, Charles Esau
 Bury, Walter Wilfrid
 Bush, Harrington Paul
 Byrne, Peter
 Calhoun, Walter Leslie
 Carr, James
 Caunter, Henry Lyds
 Chadwick, Peter
 Chaldecott, Francis Millar
 Channing, Archibald
 Charnley, James Henry
 Chidell, Leonard John Thrupp
 Christie, George Norman
 Clarke, Arthur Joseph
 Clarke, George Corbett
 Cobb, John Henry
 Cooke, Alfred Hindley, B.A., LL.B.
 Cornish, John Batten
 Cotton, Morten Henry, B.A.
 Coulson, Harry
 Cox, George
 Crawshaw, Geoffrey Stratford
 Crosskey, Ernest, B.A.
 Dallow, Richard
 Daniell, Herbert Basil
 Darby, John
 D'Arcy, Francis Meagar
 Darney, Charles Arthur, B.A.

Stephen, St. Leger Grant
 Stephens, David Evan
 Stephenson, Gerald
 Swarbrick, Thomas
 Talbot, Hugo
 Tanner, Edgar Robson, B.A.
 Taylor, Athelston Howard Odin
 Thicknesse, Ralph Thicknesse
 Thistleton, Alfred Edward, B.A.
 Thomas, Basil Lewis
 Thomas, William
 Thorn, Alfred Henry
 Thorne, William Calthorp
 Tooth, Adolphus
 Tourle, John Martin
 Townsend, Arthur Robert
 Treacher, Arthur Veary
 Wing, George Staunton, B.A.
 Underhill, George Baddeley
 Wadsworth, Frank
 Waite, Henry Skinner
 Walker, William Arthur
 Walker, William Henry
 Wansey, Arthur Alfred
 Wathen, Edward
 Watkins, Daniel
 Watkins, John Richard
 Watson, Frank

Watson, Henry, B.A.
 Watson, Thomas
 Webber, George William
 Webster, Herbert Walter
 Weston, George Augustus
 White, Charles Edward
 White, Edward
 White, George Alfred Huelin
 Wicks, Frederick
 Widdowson, William Joseph
 Wilkins, Walter Sydney
 Wilkinson, William
 Williams, Ernest Goodinch
 Williams, John Evans, B.A.
 Willson, George
 Wilson, Charles Frederick
 Wilson, Roland Henry Bouchier
 Wing, George Staunton, B.A.
 Winton, Leslie Charles
 Wise, Maurice
 Wood, Frank Peters
 Wood, Robert Samuel
 Woodbridge, Francis Charles
 Woodroffe, Edward Shrimpton
 Woolcombe, Gerald Douglas
 Woolstencroft, Johnson William
 Wright, Charles Hadfield

NEW ORDERS, &c.

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

SHORT CAUSES.

[The following notice has been issued by Mr. Justice Stirling] :—Any Cause intended to be heard as a Short Cause must be so marked in the Cause Book at least one clear day before the same can be put in the Paper to be so heard, and the necessary papers, including *Minutes of the proposed Judgment or Order*, must be left with the Judge's Clerk one clear day before the Cause is to be put into the Paper.

LEGAL NEWS.

APPOINTMENTS.

Mr. GERALD HUNNYBUN, solicitor, of Huntingdon and Thrapston, has been appointed Clerk to the Thrapston Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority. Mr. Hunnybun was admitted a solicitor in 1873. He is clerk to the county magistrates at Thrapston.

Mr. ALEXANDER TROTTER, solicitor, of Lincoln, has been appointed Under-Sheriff of that city for the ensuing year. Mr. Trotter was admitted a solicitor in 1882.

Mr. GEORGE ASHMALL, solicitor, of Lichfield, has been appointed Under-Sheriff of that city for the ensuing year. Mr. Ashmall was admitted a solicitor in 1872. He is clerk to the Norton-under-Cannock School Board.

Mr. ALAN MACLEAN SKINNER, barrister, has been appointed Resident Councillor of Penang. Mr. Skinner is the second son of the late Mr. Alan Maclean Skinner, Q.C., judge of county courts, and was born in 1846. He was called to the bar at Lincoln's-inn in Trinity Term, 1867, and he has been for several years Colonial Secretary for the Straits Settlements.

Mr. JOHN HENRY JONES, solicitor and notary (of the firm of Jones & Blakeney), of Gloucester, has been appointed Under-Sheriff of that city for the ensuing year. Mr. Jones is the son of the late Mr. Anthony Gilbert Jones, solicitor, of Gloucester. He was admitted a solicitor in 1874. He is deputy-clerk of the peace for the city of Gloucester (his elder brother, Mr. Francis William Jones, being clerk of the peace), and his partner, Mr. George Sheffield Blakeney, is Town Clerk of Gloucester.

Mr. GEORGE EDWARD HILLMAN, solicitor, of Lewes and Eastbourne, has been elected Coroner for the Eastern Division of the County of Sussex, in succession to Mr. Wynne Edwin Baxter, resigned. Mr. Hillman has for several years acted as deputy-coroner. He was admitted a solicitor in 1880.

Mr. GEORGE WIROMAN HEMMING, Q.C., who has been appointed an Official Referee of the Supreme Court of Judicature, in succession to Mr. Charles Morris Roupell, resigned, is the second son of Mr. Henry Keene Hemming, and was born in 1821. He was formerly fellow of St. John's College, Cambridge, where he graduated as senior wrangler and first Smith's prizeman in 1844. He was called to the bar at Lincoln's-inn in Easter Term, 1850. He was junior equity counsel to the Treasury from 1871 till 1875, when he was appointed a Queen's Counsel. Mr. Hemming was the joint author of several volumes of reports of cases in the court of Vice-Chancellor Wood, and he is equity editor of the *Law Reports*, a bencher of Lincoln's-inn, and one of the standing counsel to the University of Cambridge.

Mr. CHRISTOPHER TAIT RHODES, solicitor, of Halifax and Bradford, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. JOHN PERCY MAULE, solicitor (of the firm of Maule & Sons), of Huntingdon, St. Ives, and St. Neots, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. FRANCIS HENRY WILKINSON, of the Madras Civil Service, has been appointed a Puisne Judge of the Supreme Court of Judicature at Madras.

Mr. HENRY ROSCOE, solicitor (of the firm of Field, Roscoe, Francis, & Osbaldeston), of 36, Lincoln's-inn-fields, has been elected Chairman of the Solicitors' Benevolent Association for the ensuing year. Mr. Roscoe was admitted a solicitor in 1856. He was president of the Incorporated Law Society in 1885.

Mr. EDWARD NICHOLAS FENWICK, stipendiary magistrate for the borough of Bradford, has been appointed a Stipendiary Magistrate for the metropolis, in succession to the late Mr. John Hosack. Mr. Fenwick is the third son of Mr. Edward Matthew Fenwick, barrister, and was born in 1847. He was educated at Trinity Hall, Cambridge, where he graduated as a junior optime in 1869. He was called to the bar at the Inner Temple in Hilary Term, 1873, and he formerly practised on the North-Eastern Circuit. Mr. Fenwick was appointed stipendiary magistrate for the borough of Bradford in 1885.

Mr. JOHN STALLARD, jun., solicitor, of Worcester, has been appointed Under-Sheriff of that city for the ensuing year. Mr. Stallard is the son of Mr. John Stallard, solicitor. He was admitted in 1879.

Mr. GEORGE BRADLEY, jun., solicitor, of Pontefract and Castleford, has been appointed Clerk to the Castleford School Board. Mr. Bradley is the son of Mr. George Bradley, solicitor. He was admitted a solicitor in 1869.

Mr. ROBERT MACLEANE PAUL, solicitor (of the firm of Smith, Paul, & Archer), of Truro, has been elected Town Clerk of that Borough in succession to Mr. Frederick Hearle Cook, resigned. Mr. Paul is an M.A. of Exeter College, Oxford. He was admitted a solicitor in 1868. He is secretary to the Vice-Warden of the Stannaries.

Mr. FRANCIS HENRY JEUNE, barrister, who has been appointed Commissary to the Dean and Chapter of Westminster, in succession to Mr. Justice Charles, is the eldest son of the Right Rev. Francis Jeune, Bishop of Peterborough, and was born in 1844. He was educated at Harrow, and he was formerly scholar of Balliol College, Oxford, where he graduated first-class in Classics in 1865. He obtained the Stanhope prize in 1863, and the Arnold prize in 1867, and he was afterwards elected a fellow of Hertford College. Mr. Jeune was called to the bar at the Inner Temple in Michaelmas Term, 1868. He practises on the South-Eastern Circuit, and he is chancellor of the Dioceses of Durham, St. Albans, Gloucester, Bristol, St. David's, St. Asaph, and Bangor, and official of the Archdeacons of Surrey and Essex.

Mr. EDWIN DOCKER, solicitor, of Birmingham and Smethwick, has been elected Coroner for the Northern Division of Worcestershire, in succession to his father, the late Mr. Ralph Docker. Mr. E. Docker was admitted a solicitor in 1879. He had for several years acted as deputy-coroner for the division, and he is clerk to the King's Norton Board of Guardians, and superintendent registrar.

Mr. ALFRED JONAS, solicitor (of the firm of Cooke & Jonas), of 3, Old Serjeants'-inn, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. SYDNEY WALES, solicitor (of the firm of Rooks & Co.), of 16, King-street, Chesham, London, and of Chesham, has been appointed a Commissioner to administer Oaths. Mr. Wales was admitted a solicitor in 1881.

Mr. PHILIP S. LEVY, solicitor, of Liverpool, has been appointed a Commissioner to administer Oaths, &c., in the Supreme Court of New South Wales.

PARTNERSHIP DISSOLVED.

JOSEPH CRAWSHAW and SIMON CRAWSHAW, solicitors (J. & S. Crawshaw), Taunton. Nov. 14. [*Gazette*, Nov. 18.]

GENERAL.

In consequence of the inconvenience occasioned to counsel and others engaged in Scotch and Irish appeals to the House of Lords by their having to wait sometimes two or three days while a previous case is being heard, their Lordships have decided in future (in Scotch and Irish cases) to put one appeal only in the paper for hearing on each day, instead of two as has hitherto been the practice.

Notice has been given that the London City Corporation propose to apply to Parliament next session for leave to bring in a Bill and to pass an Act giving power to the City coroner and his deputy to hold inquiries into the cause of fires within the City boundaries, and to empower the Lord Mayor, the Lord Chief Justice of England, or one of her Majesty's Secretaries of State, and such other body or person as the Bill may provide, to order such inquests to be held.

On the 17th inst., at a meeting of the Common Council of London, the Law and City Courts' Committee brought up a report on the subject of the appointment of assistant judge of the Mayor's Court. They stated that the Recorder had now submitted an appointment by him, and approved by the Lord Chancellor, of Mr. Francis Roxburgh to be an assistant judge of the Court "for a term of twenty-one years from the date of such appointment or as much thereof for which he (the Recorder) had the power to appoint." That form had been settled by Mr. R. S. Wright on the instructions of the City Solicitor, and, as it appeared to meet the requirements of the Act, and of the Order in Council, under which the appointment was made, the committee now recommended it to the approval of the court. The salary of the late Mr. Brandon, who had been forty years in the service of the corporation, was latterly £2,000 a year, but they recommended that Mr. Roxburgh's salary should be £1,200 a year, to date from March 25th last, since which date Mr. Roxburgh had been presiding in the Mayor's Court. After much discussion the report was adopted with a few dissentients.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Nov. 18.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

COMMERCIAL UNION TRUST CO. LIMITED.—Stirling, J., has fixed Nov 25, at 12, at his chambers, for the appointment of an official liquidator

UNLIMITED IN CHANCERY.

ATLAS PERMANENT BENEFIT BUILDING SOCIETY.—Petn for winding up, presented Nov 17, directed to be heard before Kay, J., on Saturday, Nov 26. Croseman & Prichard, Theobald's road, Gray's inn, agents for Kidson & Co, Sunderland, solors for petners

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

LIVERPOOL EXCHANGE BANKING CO. LIMITED.—By an order dated Oct 10, John Sutherland Harwood Banner, 24, North John st, Liverpool, has been appointed official liquidator

PALACE HOTEL HYDROPATHIC AND SPA CO. LIMITED.—By an order dated Oct 31, it was ordered that the company be wound up. Hardman, Manchester, solor for petners

UNLIMITED IN CHANCERY.

MANCHESTER BURY, ROCHDALE, AND OLDHAM STREAM TRAMWAYS CO.—By an order made by the Vice Chancellor, dated Nov 7, it was ordered that the company be wound up. Adleshaw & Warburton, Manchester, solors for petners

FRIENDLY SOCIETIES DISSOLVED.

PENLYN BENEFIT LOAN SOCIETY, Penlynn, nr Cwm-y-glo, Carnarvon. Nov 15

ST PETER'S BENEFIT SOCIETY FOR FEMALES, John at Mission Room, Walsall, Stafford. Nov 14

SUSPENDED FOR THREE MONTHS.

BARREL INN FRIENDLY SOCIETY, Barrel Inn, Rose, Hereford. Nov 15

BENEFIT SOCIETY OF RECHABITES, JONADAB TENT, 47, High st, Bala, Merioneth. Nov 15

London Gazette.—TUESDAY, Nov 22.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

"CHARLES DICKENS" MINING CO. LIMITED.—Petn for winding up, presented Nov 17, directed to be heard before Chitty, J., on Saturday, Dec 3. Stretton & Co, Cornhill, solors for petners

CONTRACT AND AGENCY CORPORATION, LIMITED.—Petn for winding up, presented Nov 19, directed to be heard before Stirling, J., on Saturday, Dec 3. Nokes & Stammers, Basinghall st, solors for petner

DEVONPORT PUBLIC HALL CO. LIMITED.—By an order made by Stirling, J., dated Nov 12, it was ordered that the voluntary winding up of the company be continued. Park Nelson & Co, Essex st, Strand, agents for Rundle & Martyn, Devonport, solors for petners

ENGLISH FARMERS' MEAT SUPPLY ASSOCIATION, LIMITED.—Petn for winding up, presented Nov 22, directed to be heard before Chitty, J., on Saturday, Dec 3. Thomson & Ward, Nicholas lane, solors for petners

EQUESTRIAN AND PUBLIC BUILDINGS CO. LIMITED.—By an order made by Charles, J., dated Oct 12, it was ordered that the company be wound up. Curtis & Hilton, Union ct, Old Broad st, solors for petner

WEST INDIES WATER RIGHTS ASSOCIATION, LIMITED.—Chitty, J., has fixed Thursday, Dec 1, at 12, at his chambers, for the appointment of an official liquidator

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

INDUSTRY COTTON SPINNING CO. LIMITED.—By an order made by Bristowe, V.C., dated Nov 1, it was ordered that the company be wound up. Sale & Co, Manchester, agents for Wrigley & Claydon, Oldham, solors for petners

LIVERPOOL VICTORIA LOAN AND BANKING CO. LIMITED.—The Vice-Chancellor has, by an order dated Oct 10, appointed John Stubbs, 41, North John st, Liverpool, to be official liquidator

NUTSFORD VALE BLEACHING AND DYEING CO. LIMITED.—By an order made by Bristowe, V.C., dated Nov 1, it was ordered that the company be wound up. Dixon, Manchester, solor for petner

UNLIMITED IN CHANCERY.

MANCHESTER, BURY, ROCHDALE, AND OLDHAM STREAM TRAMWAYS CO.—The Vice Chancellor has fixed Friday, Dec 2, at 10, at Duchy chbrs, 2, Clarence st, Manchester, for the appointment of an official liquidator

FRIENDLY SOCIETIES DISSOLVED.

FOURTH REFORMED BENEFIT SOCIETY, Rising Sun Inn, Droitwich, Worcester. Nov 17

PERSEVERANCE LODGE, ORDER OF DEVIDS' SOCIETY, Royal Hotel, Church st, Pendleton, Manchester. Nov 17

Tenders will be received at the Bank of England on the 29th of November for £600,000 Metropolitan Board of Works Consolidated Three per Cents., with interest payable quarterly. The stock is redeemable in 1941, unless previously cancelled by purchases in the open market. The minimum price of issue is 98½ per cent., and the money is required for street improvements, main drainage, bridges, and other works. The security for this stock is the same as for the Three-and-a-Half and Three per Cents. already created.

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Nov 8.

BARROW, FRANCIS, Old Post Office st, Calcutta. Dec 5. Rogers, Westminster chmbrs, S.W.

BEASLEY, RICHARD DUNKLEY, Grantham, Lincoln, Master of Arts. Dec 15. Few & Co, Surrey st, Strand

BRYANT, ROBERT, Newport, Isle of Wight, Innkeeper. Nov 30. Pittis, Newport, I.W.

CHAUCER, REBECCA, Manor st, Clapham. Dec 1. Webbers & Duncan, Farnival's inn

CHIDLEY, GEORGE, Shaftesbury rd, Hammersmith, Gent. Dec 20. Patten, Gray's inn sq

DAVIS, HENRY, Hall st, Birmingham, Surgeon. Dec 14. Restall, Birmingham

DODD, Major-General CECIL DAVID JAMES, Junior United Service Club. Dec 3. Wansey & Co, Moorgate st

EDNEY, GEORGE, Whitechurch, Southampton, Gent. Feb 16. Pain & Clarke, Whitechurch

FREER, LEACROFT, Oakfield, Kingswinford, Stafford, Esq. Dec 15. Harwards & Co, Stourbridge

GRAVES, JAMES RICHARD, Twickenham. Dec 15. James, Exeter

GODWIN, JOHN, Longton, Shoe Dealer. Dec 31. Adderley & Marfleet, Longton

GOOSE, EMMA, Long Sutton. Dec 1. Mossop & Mossop, Long Sutton

HARTLIFF, MARGARET, Somerstown, Kingston-upon-Hull. Jan 16. Middlemas & Pearce, Hull

HODSON, JANE, Bath. Jan 3. Inman & Co, Bath

HOPPER, WILLIAM, Hurworth, Durham. Dec 10. Steel, Sunderland

HORRY, MARY ANN, Lansdowne rd, Notting hill. Dec 10. Le Riche & Norman, Rood lane

HULME, HENRY, Liverpool, Surgeon. Dec 31. Stevenson & Co, Manchester

JOHNSON, THOMAS, Midhurst, Solicitor. Dec 15. Johnson & Son, Midhurst

MARTINO, ANNE, Rammoor, Sheffield. Dec 5. Swift & Ashington, Sheffield

MARWOOD, WILLIAM, Kingston upon Hull, Gent. Dec 21. Martinson, Hull

MATHER, JOHN WILLIAM DESIRE, Old Trafford, Manchester. Nov 30. Booth, Manchester

OXLEY, JOHN, Greasbrough, Rotherham, York, Retired Blacksmith. Dec 1. Oxley & Coward, Rotherham

PARKMAN, JOHN SANDERS, Church End, Finchley. Jan 4. Rawlings, Walbrook

PAYNE, JOHN MANNING, Northampton. Nov 30. Andrew & Smith, Northampton

PAYNE, THOMAS, Landor rd, Stockwell. Dec 6. Maidment, Wimpole st

POWELL, GABRIEL WILLIAM, Brecon, Wales, Gent. Dec 1. Wintle & Son, Newham, Gloucestershire

ROUND, MARGARET, Colchester. Dec 17. Turner & Co, Colchester

SAVILLE, WHITAKER, Bradford, Accountant. Dec 7. Atkinson & Wilson, Bradford

SINGLEHURST, HANNAH, Aigburth, nr Liverpool. Feb 8. Peacock & Co, Liverpool

STANFORTH, Rev THOMAS, Storrs, Wiodermere, Westmoreland, Clerk in Holy Orders. Dec 21. Arnold & Greenwood, Kendal

WALLS, JOHN, Lancing, Sussex, Market Gardener. Dec 31. Holmes, Worthing

WAREHAM, WILLIAM, Hook, Surrey. Jan 14. Rye & Co, Golden sq

WILCOX, ROBERT, Oldbury on Severn, Gloucester, Auctioneer and Valuer. Dec 12. Scarlett & Co, Thornbury, R.S.O

WILLIAMS, JOSEPH, Shakespeare rd, Herne hill. Dec 1. Jennings, Ipswich

WINDRAT, JAMES, Wonford House Asylum, Heavitree, Devon. Nov 30. J & S P Pope, Exeter

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 115, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

| Date. | APPEAL COURT | APPEAL COURT | Mr. Justice KAY. | Mr. Justice CHITTY. |
|--------------------------|--------------|--------------------|-----------------------|-----------------------|
| Mon., Nov. 28 | Mr. Ward | Mr. Rolt | Mr. Jackson | Mr. Pemberton] |
| Tuesday ... 29 | Rolt | Ward | Koe | Clowes |
| Wednesday 30 | Clowes | Rolt | Jackson | Pemberton |
| Thurs, Dec. 1 | Pemberton | Ward | Koe | Clowes |
| Friday ... 2 | Koe | Rolt | Jackson | Pemberton |
| Saturday ... 3 | Jackson | Ward | Koe | Clowes |
| | | Mr. Justice NORTH. | Mr. Justice STIRLING. | Mr. Justice KEKEWICH. |
| Monday, November ... 28 | Mr. Beal | Mr. Leach | Mr. Carrington | Lavie |
| Tuesday ... 29 | Pugh | Godfrey | Lavie | Carrington |
| Wednesday ... 30 | Beal | Leach | Carrington | Lavie |
| Thursday, December ... 1 | Pugh | Godfrey | Lavie | Carrington |
| Friday ... 2 | Beal | Leach | Carrington | Lavie |
| Saturday ... 3 | Pugh | Godfrey | Lavie | Carrington |

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Nov. 18.

RECEIVING ORDERS.

ABELS, FRANK, Bordesley, Birmingham, Tailor. Birmingham. Pet Nov 14. Ord Nov 14

BABE, ROBERT, Gt Grimsby, Beerhouse Keeper. Gt Grimsby. Pet Nov 15. Ord Nov 15

BARRAUD, MARK HENRY, Clifton, Bristol, Scenic Artist. Bristol. Pet Nov 15. Ord Nov 15

BOUSEFIELD, EDWIN JAMES, Gutter lane, Glover. High Court. Pet Oct 21. Ord Nov 15

BUTLER, FRANCIS, Edith gr, Fulham rd, Architect. High Court. Pet Oct 7. Ord Nov 15

CAUSFIELD, SAMUEL HARTLEY, Shipley, Yorks, Printer. Bradford. Pet Nov 15. Ord Nov 15

CLARKE, ARTHUR, Baston, Lincoln, Cattle Dealer. Peterborough. Pet Nov 15. Ord Nov 15

CRANSHAW, ISAAC, Southport, Lancs, Cab Proprietor. Liverpool. Pet Nov 14. Ord Nov 14

CROFT, EDWARD, Harrogate, Boot Dealer. York. Pet Nov 14. Ord Nov 14

DRAPER, JOSEPH, Bridge Wharf, Battersea, Packing Case Maker. Wandsworth. Pet Nov 14. Ord Nov 14

EVANS, THOMAS, Maesteg, Glamorgan, Sculptor. Cardiff. Pet Nov 14. Ord Nov 14

FEW, FAWORTH, Neddington, Huntingdon, Shoemaker. Peterborough. Pet Nov 15. Ord Nov 15

GREEN, ARTHUR JOHN, Bolton, out of business. Bolton. Pet Oct 31. Ord Nov 14

GREENDALE, BENJAMIN, Nottingham, out of business. Nottingham. Pet Nov 14. Ord Nov 14

GRIFFITHS, THOMAS, Pantyrheol, nr Britonferry, Glamorgan, Haulier. Neath. Pet Nov 15. Ord Nov 15

GOODMAN, ZACHARIAH WALTER, Barking, Essex, Soap Maker. Chelmsford. Pet Nov 15. Ord Nov 15

HARKER, JOHN, Reeth, Yorks, Grocer. Northallerton. Pet Nov 15. Ord Nov 15

HARRIS, HENRY, Birmingham, Jewellers' Factor. Birmingham. Pet Nov 14. Ord Nov 14

HARRISON, GEORGE, West Melton, Yorks, Grocer. Sheffield. Pet Nov 15. Ord Nov 15

HURST, WILLIAM, Eastbourne, Sussex, Coal Dealer. Eastbourne and Lewes. Ord Oct 31. Ord Nov 15

HUTLEY, AGNES, Leeds, Widow. Leeds. Pet Nov 15. Ord Nov 15

JOHNSON, LOUISA SARAH, Worcester, Gasfitter. Worcester. Pet Nov 15. Ord Nov 15

KEEN, ELIZABETH, Southport, Cab Proprietress. Liverpool. Pet Nov 15. Ord Nov 15

KING, HENRY, Oulston, nr Easingwold, Yorkshire, Farmer. York. Pet Nov 15. Ord Nov 15

KIRBY, STEPHEN, Leavening, Yorkshire, Farmer. Scarborough. Pet Nov 14. Ord Nov 14

LIVERSEY, EDWIN, and JAMES TAYLOR, Bradford, Pin Manufacturers. Bradford. Pet Nov 15. Ord Nov 16.
 MASTERMAN, THOMAS HENRY, Middleham, Yorkshire, out of business. Northallerton. Pet Nov 14. Ord Nov 14.
 MILNER, GEORGE, Beverley, Yorkshire, Hairdresser. Kingston upon Hull. Pet Nov 15. Ord Nov 15.
 MORGAN, RICHARD NASH LEIGH, Newcastle on Tyne, India Rubber Manufacturer. Newcastle on Tyne. Pet Oct 31. Ord Nov 14.
 NICHOLAS, THOMAS, Skewen, nr Neath, Glamorganshire, Draper. Neath. Pet Nov 16. Ord Nov 16.
 PETERS, JOSEPH WALKER, and CHARLES ALFRED STEVENS, Redcross st, Southwark, Artists in Stained Glass. High Court. Pet Nov 14. Ord Nov 14.
 PIGOTT, EVERSFIELD BORRY, Ellisfield, Hampshire, Clerk in Holy Orders. Winchester. Pet Oct 17. Ord Nov 16.
 ROGERS, JOHN, Bargates, Whitchurch, Salop, Accountant. Nantwich. Pet Nov 14. Ord Nov 14.
 RUSSELL, JOHN WILLIAM, Brockley lane, Lewisham, Boot Manufacturer. High Court. Pet Sept 22. Ord Nov 14.
 SANDERS, WILLIAM FREDERICK, High st, Staines, Clockmaker. Kingston. Pet Nov 16. Ord Nov 16.
 SCHOFIELD, JANE, Huddersfield, Boot Maker. Huddersfield. Pet Nov 14. Ord Nov 14.
 SCOTT, JULIA ANN, Newcastle on Tyne, Furniture Dealer. Newcastle on Tyne. Pet Nov 14. Ord Nov 14.
 SLATER, FRED, Pitamoor, Sheffield, Agent. Sheffield. Pet Nov 12. Ord Nov 12.
 SWAIN, DAVID, Bath, Engineer's Manager. Bath. Pet Nov 5. Ord Nov 16.
 TAMLIN, CHARLES, Plymouth, Painter. East Stonehouse. Pet Nov 16. Ord Nov 16.
 TULK, HERBERT, Walbrook, Promoter of Companies. High Court. Pet Oct 27. Ord Nov 14.
 WADDAMS, THOMAS RICHARD, Stroud, Gloucestershire, Hatter. Gloucester. Pet Nov 14. Ord Nov 14.
 WALKER, H & A, East Greenwich, Kent, Builders. Greenwich. Pet Aug 15. Ord Nov 15.
 WARWICK, GEORGE, Poland st, Oxford st, Goldsmith. High Court. Pet July 18. Ord Nov 14.
 WICKES, HENRY ADOLPHUS, Ecclesfield, Finsbury park, Builder. High Court. Pet Nov 14. Ord Nov 14.
 WILDMAN, N, Guildford, Surrey, Butcher. Guildford. Pet Nov 1. Ord Nov 15.
 WILLIAMS, AGNES, Liverpool, Nail Manufacturer. Liverpool. Pet Nov 14. Ord Nov 14.
 WILLIAMS, JOHN, Vronheulog, Cefdio, Carmarvonshire, Land Agent. Bangor. Pet Nov 16. Ord Nov 16.
 WILLIAMS, JOSEPH WILLIAM BATTYE, Liverpool, Hosier. Liverpool. Pet Nov 16. Ord Nov 16.
 WILSON, WILLIAM FREDERICK, Bournemouth, Jobmaster. Poole. Pet Nov 14. Ord Nov 14.

The following amended notice is substituted for that published in the London Gazette of Nov 15.

PEACH, THOMAS, Jun, Sheepshed, Leicestershire, Butcher. Leicester. Pet Nov 10. Ord Nov 10.

FIRST MEETINGS.

CLIFFORD, FREDERICK, and CHARLES FISH BRAND, Rendlesham rd, Clapton, Drysalers. Nov 25 at 11. 33, Carey st, Lincoln's inn.
 CROFT, EDWARD, Harrogate, Boot Dealer. Nov 28 at 12.30. Off Rec, York.
 DAVIES, WILLIAM, Haverfordwest, Innkeeper. Nov 28 at 11. Off Rec, Carmarthen.
 DORMER, CHARLES EDWIN, Lower Edmonton, Maker of Underclothing. Nov 25 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn.
 FEW, PAFFORTH, Needingworth, Hunts, Shoemaker. Dec 7 at 12. County Court, Peterborough.
 FORGHAM, JOHN, Liverpool, Gent. Nov 29 at 3. Off Rec, 35, Victoria st, Liverpool.
 FRAYNE, ROBERT, Gt Grimsby, Smackowner. Nov 30 at 12. Off Rec, 3, Haven st, Gt Grimsby.
 GREEN, ARTHUR JOHN, Bolton, out of business. Nov 29 at 11. 16, Wood st, Bolton.
 HANDSOM, GEORGE, Bedale, Yorks, Jeweller. Nov 28 at 11.30. Court house, Northallerton.
 HOUGHTON, WILLIAM, Calverley, Yorks, Boot Manufacturer. Nov 28 at 11. Off Rec, 22, Park row, Leeds.
 JOHNSON, LOUISA SARAH, Worcester, Gnaditter. Nov 30 at 11. Off Rec, Worcester.
 KING, HENRY, Oulston, nr Easingwold, Yorks, Farmer. Nov 28 at 2.45. Off Rec, 17, Blake st, York.
 MORGAN, RICHARD NASH LEIGH, Newcastle on Tyne, India Rubber Manufacturer. Nov 28 at 11. Off Rec, Pink lane, Newcastle on Tyne.
 OXFORD, WILLIAM, Bournemouth, Grocer. Nov 29 at 2.30. Off Rec, Salisbury.
 PAGE, JAMES, Hastings, Licensed Victualler. Nov 25 at 2. County Court Office, Hastings.
 RAINE, JAMES FREDERICK, Billett rd, Walthamstow, Brickmaker's Foreman. Nov 25 at 12. 33, Carey st, Lincoln's inn.
 REDSHAW, HENRY, Leeds, out of business. Nov 25 at 12. Off Rec, 22, Park row, Leeds.
 ROBINSON, THOMAS CROSTHWAIT, Grasmore, Westmoreland, Draper. Nov 26 at 11. 37, Stramontgate, Kendal.
 ROGERS, JOHN, Bargates, Whitchurch, Salop, Accountant. Nov 25 at 4. Royal Hotel, Crews.
 SANDERS, PHILIP JAMES, Wolverhampton, Whiting Dealer. Nov 26 at 11. Off Rec, St Peter's close, Wolverhampton.
 SCHOFIELD, JANE, Huddersfield, Boot Maker. Nov 28 at 11. Haigh & Sons, New st, Huddersfield.
 SCOTT, JAMES, Leeds, Knitter. Nov 25 at 11. Off Rec, 22, Park row, Leeds.
 SCOTT, JULIA ANN, Newcastle on Tyne, Furniture Dealer. Nov 30 at 11. Off Rec, Pink lane, Newcastle on Tyne.
 SIDBOTHAM, JOHN, Wolverhampton, Journeyman Locksmith. Nov 26 at 11.30. Off Rec, St Peter's close, Wolverhampton.
 THOMAS, FREDERICK, Crouch hill rd, Hornsey, Merchant. Nov 25 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn.
 WATERLAND, HENRY, Goole, Yorkshire, Builder. Nov 25 at 11. The Lowther Hotel, Goole.
 WELLS, GEORGE JOHN, Deal, Publican. Nov 25 at 4. Shakespeare Hotel, Dover.
 WILSON, ELIZABETH, Whetstone, Innkeeper. Nov 29 at 11.30. 16 Room, 30 & 31, St Swithin's lane.
 WILSON, WILLIAM FREDERICK, Bournemouth, Jobmaster. Nov 28 at 12.30. Criterion Hotel, Bournemouth.

The following amended notice is substituted for that published in the London Gazette of Nov 11.

SMITH, THOMAS JAMES, West Smethwick Staffordshire, Coal Dealer. Nov 21 at 10.30. County Court, Oldbury.

ADJUDICATIONS.

BARR, ROBERT, Gt Grimsby, Beerhouse Keeper. Gt Grimsby. Pet Nov 15. Ord Nov 15.
 BOXALL, H. H, Ryde, I W, Grocer. Newport and Ryde. Pet Sept 28. Ord Oct 28.
 BRADLEY, ALFRED, Mottram in Longdendale, Cheshire, Innkeeper. Ashton under Lyne and Stalybridge. Pet Nov 11. Ord Nov 14.

BROWN, GOODMAN, Kingsland green, Kingsland, Builder. High Court. Pet Sept 18. Ord Nov 15.
 BEOWN, HARRY, Kingston on Thames, Mantle Warehouseman. Kingston, Surrey. Pet Oct 13. Ord Nov 15.
 CLARKE, ARTHUR, Baston, Lincs, Cattle Dealer, Peterborough. Pet Nov 15. Ord Nov 15.
 CRANSHAW, ISAAC, Southport, Cab Proprietor. Liverpool. Pet Nov 14. Ord Nov 14.
 CROFT, EDWARD, Harrogate, Boot Dealer. York. Pet Nov 14. Ord Nov 14.
 DAVIES, WILLIAM, Haverfordwest, Innkeeper. Pembroke Dock. Pet Nov 9. Ord Nov 16.
 DIX, JOHN, Maiden lane, Covent Garden, Club Proprietor. High Court. Pet Sept 16. Ord Nov 16.
 DUNN, JAMES ALFRED, Roland gdns, South Kensington. High Court. Pet Oct 3. Ord Nov 16.
 EVANS, THOMAS, Maesteg, Glamorgan, Sculptor. Cardiff. Pet Nov 14. Ord Nov 14.
 FOOKS, THOMAS, Weymouth, Restaurant Keeper. Dorchester. Pet Oct 28. Ord Nov 16.
 FORBES, STEWART, address unknown, Member of Travellers' Club. High Court. Pet June 7. Ord Nov 16.
 FORGHAM, JOHN, Liverpool, Gent. Liverpool. Pet Oct 19. Ord Nov 16.
 GREEN, ABEL, Tunstall, Farmer. Hanley, Burslem, and Tunstall. Pet Oct 17. Ord Nov 11.
 GREEN, ARTHUR JOHN, Bolton, out of business. Bolton. Pet Oct 31. Ord Nov 16.
 GREEN, WALTER, JOSEPH, Bury, Lancashire, Mantle Manufacturer. Manchester. Pet Sept 28. Ord Nov 16.
 GRIFFITHS, THOMAS, Pantyrhoel, nr Britonferry, Glamorganshire, Haulier. Neath. Pet Nov 15. Ord Nov 15.
 HICKMAN, WILLIAM THEODORE, Oxtton rd, Shepherd's bush, Gent. High Court. Pet Nov 3. Ord Nov 15.
 HUGHES, WILLIAM, and EDWIN PARR, Walthamstow, Essex, Boot Manufacturers. High Court. Pet Nov 2. Ord Nov 14.
 HULBERT, FRANCIS RICHARD, High st, Wapping, Licensed Victualler. High Court. Pet Nov 10. Ord Nov 16.
 HUTLEY, AGNES, Leeds, Widow. Leeds. Pet Nov 15. Ord Nov 15.
 KEEN, ELIZABETH, Southport, Cab Proprietress. Liverpool. Pet Nov 16. Ord Nov 16.
 KINDRED, JOHN, Alston, Cumberland, Farmer. Carlisle. Pet Oct 24. Ord Nov 14.
 KING, HENRY, Oulston, nr Easingwold, Yorks, Farmer. York. Pet Nov 16. Ord Nov 16.
 LIVERSEY, EDWIN, and JAMES TAYLOR, Bradford, Pin Manufacturer. Bradford. Pet Nov 14. Ord Nov 15.
 LOCK, ANTHONY EASTERLY, Upper Richmond rd, Putney, Oilman. Wandsworth. Pet Nov 5. Ord Nov 14.
 LORD, MARY JANE, Harrogate, Boarding house Keeper. York. Pet Oct 13. Ord Nov 15.
 LOWE, GEORGE HENRY, West Cowes, Isle of Wight, Confectioner. Newport and Ryde. Pet Nov 10. Ord Nov 10.
 MCILROY, ISAAC, Clifton, Bristol, Clerk. Bristol. Pet Nov 8. Ord Nov 14.
 MORGAN, RICHARD NASH LEIGH, Newcastle on Tyne, India Rubber Manufacturer. Newcastle on Tyne. Pet Oct 31. Ord Nov 15.
 NETTLETON, DAVID, Dewsbury, Yorks, Publican. Dewsbury. Pet Nov 9. Ord Nov 15.
 PIDCOCK, HAMILTON, jun, St Katherine's Dock House, Tower Hill, Clerk. High Court. Pet Oct 14. Ord Nov 14.
 PLATT, JOE CROWTHER, Post st, Padfield, Derbyshire, Butcher. Ashton under Lyne and Stalybridge. Pet Aug 23. Ord Aug 31.
 PRINCE, GEORGE, Pont st, Belgrave, Secretary. High Court. Pet Sept 21. Ord Nov 16.
 SANDERS, PHILIP JAMES, Wolverhampton, Whiting Dealer. Wolverhampton. Pet Nov 5. Ord Nov 16.
 SCHOFIELD, JANE, Huddersfield, Boot Maker. Huddersfield. Pet Nov 14. Ord Nov 14.
 SLATER, FRED, Sheffield, Agent. Sheffield. Pet Nov 12. Ord Nov 12.
 SMITH, TIMOTHY, JOHN, Brinkley, Cambridgeshire, Turf Agent. Cambridge. Pet Sept 22. Ord Nov 16.
 TAIT, JOHN MAGNUS, High st, Poplar, Shipwright. High Court. Pet Nov 12. Ord Nov 15.
 WESTON, ALDEN, Pall Mall, Gent. High Court. Pet Sept 30. Ord Nov 14.
 WHITE, B. J., Catherine ct, Seething lane, Commission Agent. High Court. Pet Oct 8. Ord Nov 16.
 WILLIAMS, JOSEPH WILLIAM BATTYE, Liverpool, Hosier. Liverpool. Pet Nov 14. Ord Nov 16.
 WAINWRIGHT, JOHN, Huddersfield, Printer. Huddersfield. Pet Oct 31. Ord Nov 15.

The following amended notice is substituted for that published in the London Gazette of Nov 15.

MANTZ, HEINRICH FREDRICH, Canning Town, Essex, Baker. High Court. Pet Nov 11. Ord Nov 11.

London Gazette.—TUESDAY, Nov. 22.

RECEIVING ORDERS.

ALMOND, JOHN, Blackburn, Publican. Blackburn. Pet Oct 29. Ord Nov 19.
 ANTON, HENRY, Crews, Ironmonger. Nantwich and Crews. Pet Nov 18. Ord Nov 18.
 ARNALL, WILLIAM, Swimbridge, Devon, Publican. Barnstaple. Pet Nov 18. Ord Nov 18.
 BAKER, JOSEPH, Salisbury, Coal Dealer. Salisbury. Pet Nov 16. Ord Nov 16.
 BARROW, CHARLES HENRY, Wolverhampton, Hairdresser. Wolverhampton. Pet Nov 7. Ord Nov 18.
 BEDFORD, WILLIAM, Warboys, Hunts, Farmer. Peterborough. Pet Nov 9. Ord Nov 19.
 BURROWS, ALFRED KENWORTHY, Leeds, 'Bus Driver. Leeds. Pet Nov 17. Ord Nov 17.
 CHADWICK, EDWIN MENTOR, New Humberstone, Leicestershire, Carter. Leicestershire. Pet Nov 19. Ord Nov 19.
 COMPTON, JOHN BOSTON, Pottton, Beds, Gardener. Bedford. Pet Nov 17. Ord Nov 17.
 CREZE, FRANCIS, Llanelly, Carm, Confectioner. Carmarthen. Pet Nov 18. Ord Nov 18.
 DOKE, ALFRED, Eastbourne, Builder. Eastbourne and Lewes. Pet Nov 19. Ord Nov 19.
 EAMONSON, GEORGE WILLIAM, West Ham lane, Forest Gate, out of business. High Court. Pet Nov 18. Ord Nov 15.
 EDMONDS, PHILIP, Gaywood, Norfolk, Stonemason. King's Lynn. Pet Nov 17. Ord Nov 17.
 FEARNS, JOHN, Longton, Staffordshire, Beer-seller. Stoke on Trent. Pet Nov 17. Ord Nov 17.
 FORD, ORLANDO, Swansea, Greengrocer's Assistant. Swansea. Pet Nov 18. Ord Nov 18.
 FORSTER, THOMAS, Newcastle on Tyne, Brewer. Newcastle on Tyne. Pet Nov 17. Ord Nov 17.
 FOY, THOMAS HENRY, Pontardulais, Carmarthenshire, Grocer. Carmarthen. Pet Nov 17. Ord Nov 17.
 GOODMAN, WILLIAM HENRY, Ramsgate, Builder. Canterbury. Pet Nov 18. Ord Nov 18.

GOODWIN, HENRY, Southwark Park rd, Bermondsey, Baker. High Court. Pet Nov 17. Ord Nov 17.
 GRAHAM, WILLIAM GEORGE, Newcastle on Tyne, Oil Merchant. Newcastle on Tyne. Pet Nov 19. Ord Nov 19.
 HOWELLS, J. P., Newport, Mon, Timber Merchant. Cardiff. Pet Nov 5. Ord Nov 15.
 HOWELLS, J. R., Cardiff, Saw Mill Agent. Cardiff. Pet Nov 5. Ord Nov 15.
 HUGHES, ALFRED, St Martin's, nr Chirk, Salop, Cattle Dealer. Wrexham. Pet Nov 17. Ord Nov 17.
 JONES, JAMES, Chester, Bootmaker. Chester. Pet Nov 19. Ord Nov 19.
 KING, EDWARD, Stapleton, Gloucester, Carpenter. Bristol. Pet Nov 19. Ord Nov 19.
 KIRBY, THOMAS, Leavening, Yorks, Farmer. Scarborough. Pet Nov 19. Ord Nov 19.
 LAWRENCE, MIRIAM SARAH, Winchester, Greengrocer. Winchester. Pet Nov 19. Ord Nov 19.
 LEE, ALFRED, Bradford, Hair Dresser. Bradford. Pet Nov 17. Ord Nov 17.
 LUCAS, THOMAS, Guorndon, Leicester, Watchmaker. Leicester. Pet Nov 19. Ord Nov 19.
 MADDOX, JOHN, Aberavon, Glamorgan, Butcher. Neath. Pet Nov 19. Ord Nov 19.
 MICKLEM, THOMAS, jun, address unknown, Stationer. High Court. Pet Oct 13. Ord Nov 18.
 MOORE, THOMAS, Newport, Mon, out of business. Newport, Mon. Pet Nov 17. Ord Nov 17.
 MYERS, EDWARD, Halifax, Cabinet Maker. Halifax. Pet Nov 17. Ord Nov 17.
 NEWMAN, THOMAS HENRY, and GEORGE NEWMAN, Cornwood, Devon, Millers. East Stonehouse. Pet Nov 19. Ord Nov 19.
 PARLOUR, FREDERICK, Clifton, Bristol, Oil Dealer. Bristol. Pet Nov 17. Ord Nov 17.
 PETERS, MILES, Kennington rd, Camberwell, out of business. High Court. Pet PICKERING, EDWARD, Sunderland, Butcher. Sunderland. Pet Oct 28. Ord Nov 15.
 PINKER, ERNEST, Steyning, Sussex, Mason. Brighton. Pet Nov 17. Ord Nov 17.
 PITTMAN, HENRY, Basinghall st, Agent. High Court. Pet Nov 3. Ord Nov 18.
 FLADE, THOMAS GEORGE, Rodney rd, Walworth, Bootmaker. High Court. Pet Nov 17. Ord Nov 17.
 SMITH, FREDERICK, Coleman st, Builder. High Court. Pet Sept 29. Ord Nov 17.
 SMITH, THOMAS LAWSON, Birkenhead, Nurseryman. Birkenhead. Pet Nov 15. Ord Nov 18.
 SPARY, CHARLES JOHN, Ventnor, Isle of Wight, Livery Stable Keeper. Newport and Ryde. Pet Nov 15. Ord Nov 15.
 SUMMERS, WILLIAM, Eastville, Gloucestershire, out of business. Bristol. Pet Nov 19. Ord Nov 19.
 THOMAS, THOMAS, and GEORGE, SAMUEL, Cardiff, Builders. Cardiff. Pet Nov 17. Ord Nov 17.
 THORNE, CLEMENT COOPER, Bridgwater, Commercial Traveller. Bridgwater. Pet Oct 31. Ord Nov 17.
 TOWNNER, ALFRED STEPHEN, Tonbridge, Carpenter. Tonbridge Wells. Pet Nov 17. Ord Nov 17.
 VAUX, RALPH THOMAS, Sunderland, Ironmonger. Sunderland. Pet Nov 17. Ord Nov 17.
 WHITAKER, JAMES, Cromwell grdns, West Kensington Park, Builder. High Court. Pet Oct 17. Ord Nov 17.
 WIDDOWSON, JAMES, Kimberley, Nottinghamshire, Baker. Nottingham. Pet Nov 18. Ord Nov 18.
 WING, EDWARD, Kentish town rd, Blind maker. High Court. Pet Nov 18. Ord Nov 18.
 YATES, GEORGE, Reading, late Sheriff's Officer. Reading. Pet Nov 16. Ord Nov 16.

FIRST MEETINGS.

ABBECKER, HENRY CONRAD, Stamford, Lambeth, Engineer. Nov 29 at 11. 33, Carey st, Lincoln's inn.
 BAKER, JOSEPH, Salisbury, Coal Dealer. Nov 30 at 3. Off Rec, Salisbury.
 BARBAUD, MARK HENRY, Clifton, Bristol, Scenic Artist. Dec 7 at 12. Off Rec, Bank chmbrs, Bristol.
 BLANKLEY, FREDERICK, Philip lane, Cripplegate, Brace Manufacturer. Nov 29 at 12. 33, Carey st, Lincoln's inn.
 CANSFIELD, SAMUEL HARTLEY, Idle, Yorks, Printer. Dec 1 at 11. Off Rec, 31, Manor row, Bradford.
 CLARKE, ARTHUR, Baston, Lincolnshire, Cattle Dealer. Dec 7 at 12. County Court, Peterborough.
 CRANSHAW, ISAAC, Southport, Cab Proprietor. Nov 30 at 2.30. Off Rec, 35, Victoria st, Liverpool.
 DAVIES, HUGH, Corwen, Merionethshire, Boot Maker. Nov 29 at 12. Off Rec, Crypt chmbrs, Chester.
 DERRY, ALBERT WILLIAM, West India Dock rd, Plumber. Nov 29 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 ECKERS, ADOLPHUS, Milton rd, Stoke Newington, no occupation. Nov 30 at 11. 16 Room, 30 & 31, St Swithin's lane.
 EVANS, THOMAS, Maesteg, Glamorganshire, Sculptor. Nov 29 at 12. Off Rec, 3, Crookherbtown, Cardiff.
 FLICKERS, W. E., Union ct, Old Broad st, Merchant. Dec 1 at 11. 33, Carey st, Lincoln's inn.
 FORD, ORLANDO, Swansea, Greengrocer's Assistant. Dec 1 at 12. Off Rec, 6, Rutland st, Swansea.
 FOSTER, THOMAS, Monkseaton, Newcastle on Tyne, Common Brewer. Dec 3 at 10.30. Off Rec, Pink lane, Newcastle on Tyne.
 FULLER, JOHN HAZEL, Watling st, Commission Agent. Nov 30 at 11. 33, Carey st, Lincoln's inn.
 FUNSTON, WILLIAM, Liverpool, Provision Dealer's Assistant. Nov 30 at 2. Off Rec, 35, Victoria st, Liverpool.
 GOODMAN, WILLIAM HENRY, Ramsgate, Kent, Builder. Nov 30 at 4. 72, High st, Ramsgate.
 GRAHAM, WILLIAM GEORGE, Newcastle on Tyne, Oil Merchant. Dec 3 at 11.30. Off Rec, Pink lane, Newcastle on Tyne.
 GRASON, RICHARD HENRY, Bradford, nr Manchester, Builder. Nov 19 at 11.30. Off Rec, Ogden's chmbrs, Bridge st, Manchester.
 GREEN, WALTER JOSEPH, Bury, Lancs, Mantle Maker. Nov 29 at 12. Off Rec, Ogden's chmbrs, Bridge st, Manchester.
 GREENDALE, BENJAMIN, Nottingham, out of business. Nov 29 at 11. Off Rec, 1, High pavement, Nottingham.
 GRIFFITHS, THOMAS, Pantyrrheol, nr Briton Ferry, Glam, Haulier. Nov 29 at 12. Castle Hotel, Neath.
 HASTLOW, THOMAS, Birmingham, Grocer. Nov 30 at 3. 25, Colmore row, Birmingham.
 HICKMAN, WILLIAM THEODORE, Oaxton rd, Shepherd's Bush, Gent. Nov 29 at 2.30. 33, Carey st, Lincoln's inn.
 HOWELL, GEORGE A., Abney rd, Putney, Gent. Nov 29 at 3. 109, Victoria st, Westminster.
 HUTLEY, AGNES, Leeds, Widow. Nov 29 at 11. Off Rec, 22, Park row, Leeds.
 JARDINE, WILLIAM, Gt Winchester st, Diamond Merchant. Dec 1 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn.
 KEEN, ELIZABETH, Southport, Cab Proprietress. Nov 30 at 3. Off Rec, 35, Victoria st, Liverpool.
 KIRKLAND, WILLIAM, Howden, Yorks, Printer. Dec 1 at 2. Incorporated Law Society, Lincoln's inn bldgs, Bowdley lane, Hull.
 LEE, ALFRED, Bradford, Hairdresser. Dec 1 at 10.30. Off Rec, 31, Manor row, Bradford.

LIVSEY, EDWIN, and JAMES TAYLOR, Bradford, Pin Manufacturers. Dec 1 at 12. Off Rec, 31, Manor row, Bradford.
 LOCK, ANTHONY, Easterly, Upper Richmond rd, Putney, Oilman. Nov 29 at 12. 109, Victoria st, Westminster.
 MARTIN, HARRY EDWARD, Norwich, Grocer. Nov 29 at 2. Off Rec, King st, Norwich.
 MOORE, THOMAS, Newport, Mon, out of business. Nov 30 at 11. Off Rec, 12, Tredgar pl, Newport, Mon.
 MYERS, EDWARD, Halifax, Cabinet Maker. Nov 30 at 11.30. Off Rec, Townhall chmbrs, Halifax.
 NETTLETON, DAVID, Dewsbury, Yorks, Publican. Nov 29 at 10. Off Rec, Bank chmbrs, Batley.
 NICHOLAS, THOMAS, Skewen, nr Neath, Draper. Nov 30 at 11. Off Rec, 6, Rutland st, Swansea.
 OWEN, EVAN, Bangor, Grocer. Nov 30 at 11. Queen's Head Cafe, Bangor.
 PARLOUR, FREDERICK, Clifton, Bristol, Oil Lamp Dealer. Dec 7 at 12.30. Off Rec, Bank chmbrs, Bristol.
 PARRY, HENRY HORATIO, Cardiff, Ship Broker. Nov 29 at 11.30. Off Rec, 3, Crookherbtown, Cardiff.
 PIGOTT, EVERSFIELD BOTRY, Ellisfield, Hamps, Clerk in Holy Orders. Nov 30 at 11.30. Red Lion Hotel, Basingstoke.
 RALPH, CHARLES, Coughton, Warwick, Farmer. Dec 2 at 2.30. Byrch & Co, solars, Redditch.
 READING, JOSEPH, Westcombe pk Kent, Lighterman and Contractor. Nov 30 at 11.30. Victoria st, Westminster.
 ROBERTS, HENRY, Lincoln, Piaroforte Dealer. Nov 29 at 12. Off Rec, 2, St Benedict's sq, Lincoln.
 SCOTFORD, CHARLES, Llanrug, Carnarvon, Quarry Labourer. Nov 30 at 12.30. Queen's Head Cafe, Bangor.
 SPARY, CHARLES JOHN, Ventnor, I W, Livery Stable Keeper. Nov 30 at 3. Crab and Lobster Hotel, Ventnor.
 SWAIN, DAVID, Bath, Engineer's Manager. Dec 8 at 10.45. 1, Abbey st, Bath.
 SYMONS, STEPHEN, Halifax, Innkeeper. Nov 30 at 11. Off Rec, Townhall chmbrs, Halifax.
 TAIT, JOHN MAGNUS, High st, Poplar, Shipwright. Dec 1 at 12. 33, Carey st, Lincoln's inn.
 THOMAS, SAMUEL, Tamworth, out of business. Nov 30 at 11. 25, Colmore row, Birmingham.
 TYHURST, WILLIAM, Halesham, Sussex, Plumber. Nov 30 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn.
 WADDAMS, THOMAS RICHARD, Stroud, Gloucestershire, Hatter. Nov 30 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 WALKER, JAMES ARTHUR, West Bromwich, Draper. Dec 2 at 11. 25, Colmore row, Birmingham.
 WARD, JOHN LOVETT, jun, Smethwick, Staffordshire, Spoon Manufacturer. Dec 1 at 11. 25, Colmore row, Birmingham.
 WEBB, GEORGE, Powell rd, Lower Clapton, Gent. Nov 30 at 12. 33, Carey st, Lincoln's inn.
 WHITE, B. J., Catherine ct, Seething lane, Commission Agent. Nov 29 at 2.30. 33, Carey st, Lincoln's inn.
 WILLIAMS, AGNES, Liverpool, Nail Manufacturer. Dec 2 at 2. Off Rec, 35, Victoria st, Liverpool.
 WILLIAMS, JOSEPH WILLIAM BATTYE, Liverpool, Hosier. Dec 2 at 3. Off Rec, 35, Victoria st, Liverpool.

ADJUDICATIONS.

ABBECKER, HENRY CONRAD, Stamford, Lambeth, Engineer. High Court. Pet June 10. Ord Nov 18.
 AENALL, WILLIAM, Swimbridge, Devon, Publican. Barnstaple. Pet Nov 18. Ord Nov 19.
 BLANKLEY, FREDERICK, Philip lane, Cripplegate, Brace Manufacturer. High Court. Pet Oct 29. Ord Nov 19.
 BOSWORTHICK, MARTIN, Devonport, Bootmaker. East Stonehouse. Pet Nov 12. Ord Nov 19.
 BOUGFIELD, EDWIN JAMES, Gutter lane, Glover. High Court. Pet Oct 21. Ord Nov 18.
 BUCKINGHAM, WILLIAM HENRY, Adelphi place, Boot Manufacturer. Ipswich. Pet Nov 2. Ord Nov 17.
 BURSOW, ALFRED KENWORTHY, Leeds, Bus Driver. Leeds. Pet Nov 17. Ord Nov 17.
 CANN, FREDERICK, Bridgnorth, Salop, Veterinary Surgeon. Madeley, Shropshire. Pet Oct 13. Ord Nov 18.
 CAUSTON, MARCUS E., Caroline st, Bedford sq, Gent. High Court. Pet Oct 1. Ord Nov 18.
 CRUZE, FRANCIS, Llanelly, Carmarthenshire, Confectioner. Carmarthen. Pet Nov 18. Ord Nov 18.
 DAVIES, HUGH, Corwen, Merionethshire, Boot Maker. Wrexham. Pet Nov 10. Ord Nov 17.
 EAMONSON, GEORGE WILLIAM, Forest Gate, out of business. High Court. Pet Nov 18. Ord Nov 18.
 FEARN, JOHN, Longton, Staffordshire, Beerseller. Stoke on Trent. Pet Nov 17. Ord Nov 17.
 FEW, PAFFWORTH, Needingworth, Huntingdonshire, Shoemaker. Peterborough. Pet Nov 14. Ord Nov 16.
 FOY, THOMAS HENRY, Pontardulais, Carmarthen, Grocer. Carmarthen. Pet Nov 16. Ord Nov 17.
 FUNSTON, WILLIAM, Liverpool, Provision Dealer's Assistant. Liverpool. Pet Oct 21. Ord Nov 19.
 GAUNTLETT, ALBERT JAMES, Camberwell rd, Grocer. High Court. Pet Nov 11. Ord Nov 18.
 GEYELIN, GEORGE, Liverpool, Exhibition Agent. Newcastle on Tyne. Pet Aug 13. Ord Nov 19.
 GOODWIN, HENRY, Southwark pk rd, Bermondsey, Baker. High Court. Pet Nov 17. Ord Nov 19.
 GRASON, RICHARD HENRY, Bradford, nr Manchester, Builder. Manchester. Pet Nov 10. Ord Nov 18.
 GREENDALE, BENJAMIN, Nottingham, out of business. Nottingham. Pet Nov 14. Ord Nov 19.
 GUTHRIE, NICHOLAS JOHN, Blyth, Northumberland, Innkeeper. Newcastle on Tyne. Pet Nov 11. Ord Nov 18.
 HALL, JOHN, Purves rd, Harrow rd, Kensal green, Insurance Agent. High Court. Pet Nov 2. Ord Nov 18.
 HUGHES, ALFRED, St Martin's, nr Chirk, Salop, Cattle Dealer. Wrexham. Pet Nov 17. Ord Nov 19.
 HUNT, ROBERT, Derby, Licensed Victualler's Manager. Derby. Pet Nov 3. Ord Nov 19.
 HURST, WILLIAM, Ibburne, Coal Dealer. Eastbourne and Lewes. Pet Oct 31. Ord Nov 19.
 JAY, ALFRED, address unknown, Perfumer. High Court. Pet Oct 21. Ord Nov 18.
 KEYWORTH, JOHN, Doncaster, Nurseryman. Sheffield. Pet Oct 27. Ord Nov 18.
 LANE, GEORGE, Merchant. Liverpool. Pet Sept 23. Ord Nov 17.
 LAYELL, ALFRED, address unknown, Licensed Victualler. High Court. Pet Oct 20. Ord Nov 18.
 LEE, ALFRED, Bradford, Hair Dresser. Bradford. Pet Nov 17. Ord Nov 17.
 LEWIS, RICHARD, Shooter's hill rd, Blackheath, Grocer. Greenwich. Pet Oct 17. Ord Nov 17.
 MADDOX, JOHN, Aberavon, Glamorganshire, Butcher. Neath. Pet Nov 19. Ord Nov 19.
 MADELEY, FREDERICK, Birmingham, Merchant. Birmingham. Pet Oct 23. Ord Nov 18.

MARSHALL, JOSEPH, Newcastle-on-Tyne, Clothier. Newcastle-on-Tyne. Pet Nov 8. Ord Nov 17.
 MITTON, JOSEPH, Long Preston, Yorks, Farmer. Bradford. Pet Nov 2. Ord Nov 18.
 MOORE, THOMAS, Newport, Mon, out of business. Newport, Mon. Pet Nov 17. Ord Nov 18.
 MOXON, FRANCIS HENRY, Pontefract, Merchant. Wakefield. Pet July 18. Ord Nov 15.
 PARRY, HENRY HORATIO, Cardiff, Ship Broker. Cardiff. Pet Nov 8. Ord Nov 17.
 SCOTT, JAMES, Leeds, Knitter. Leeds. Pet Nov 10. Ord Nov 16.
 SCOTT, JULIA ANN, Newcastle on Tyne, Furniture Dealer. Newcastle on Tyne. Pet Nov 16. Ord Nov 19.
 SIDEDOTHAM, JOHN, Wolverhampton, Locksmith. Wolverhampton. Pet Nov 10. Ord Nov 18.
 SMITH, THOMAS DAWSON, Birkenhead, Nurseryman. Birkenhead. Pet Nov 15. Ord Nov 18.
 SUMMERS, WILLIAM, Eastville, Glouce, out of business. Bristol. Pet Nov 19. Ord Nov 19.
 THOMAS, JAMES WILLIAM, Carmarthen, Tea Merchant. Carmarthen. Pet Nov 4. Ord Nov 18.
 THOMAS, THOMAS, and SAMUEL GEORGE, Cardiff, Builders. Cardiff. Pet Nov 17. Ord Nov 19.
 TILDESLEY, JOHN, Southall, Baker. Windsor. Ord Oct 24. Pet Nov 19.
 TOMLIN, CHARLES, Plymouth, Painter. East Stonehouse. Pet Nov 15. Ord Nov 19.
 TURNER, ALFRED STEPHEN, Tunbridge, Carpenter. Tunbridge Wells. Pet Nov 17. Ord Nov 17.
 TUFFIN, GEORGE WILLIAM, Clare st, Clare Market, Cheesemonger. High Court. Pet Nov 10. Ord Nov 18.
 WATERLAND, HENRY, Goole, Yorks, Builder. Wakefield. Pet Nov 3. Ord Nov 15.
 WILDMAN, N, Guildford, Butcher. Guildford and Godalming. Pet Nov 1. Ord Nov 19.
 WING, EDWARD, Kentish Town rd, Blind Maker. High Court. Pet Nov 18. Ord Nov 18.
 YATES, GEORGE, Reading, late Sheriff's Officer. Reading. Pet Nov 16. Ord Nov 19.

SALES OF ENSUING WEEK.

Nov. 29.—Messrs. BRAN, BURNETT, & ELDRIDGE, at the Mart, Tokenhouse-yard, E.C., Freehold and Leasehold Ground Rents (see advertisement, Nov. 19, p. 4).
 Dec. 1.—Messrs. JOHN DAWSON & SON, at the Mart, Tokenhouse-yard, E.C., at 2 p.m., Freehold Premises (see advertisement, Nov. 12, p. 86).
 Dec. 1.—Messrs. FARENBROTHER, ELLIS, CLARK, & CO., at the Mart, Tokenhouse-yard, at 2 p.m., Leasehold and Freehold Properties (see advertisement, Nov. 5, p. 7).

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MEMORY.

MARK TWAIN says of Professor LOISETTE'S system:—"I had before been able, like most people, to store up and lose things in the dark cellar of my memory, but he showed me how to LIGHT UP the cellar."—Prospectus post-free from Professor LOISETTE, 87, New Oxford-street London.

Dec. 2.—Messrs. RUSHWORTH & STEVENS, at the Mart, Tokenhouse-yard, E.C., at 1, for 2 p.m., Leasehold Premises (see advertisement, Nov. 12, p. 86).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.
 COOPER.—Nov. 28, at Ickburgh rd, Upper Clapton, the wife of William Cooper, solicitor, of a daughter.
 CRICKSHANK.—Nov. 3, at Notting-hill, the wife of G. E. Cruickshank, barrister-at-law, of a son.
 HAWKINS.—Nov. 3, at Putney, the wife of Henry Charlton Hawkins, barrister-at-law, of a daughter.
 MARSH.—Nov. 20, at Devoncroft, Kingston-on-Thames, the wife of B. J. Marsh, solicitor, of a daughter.
 NOBLE.—Nov. 7, at 99, Belgrave-road, Rathmines, Dublin, the wife of John Noble, solicitor, of a daughter.
 PITMAN.—Nov. 12, at Waldegrave-road, Upper Norwood, the wife of Warren H. Pitman, solicitor, of a daughter.
 WHITE.—Nov. 8, at Maidstone, the wife of Claude Hamilton White, solicitor, of a son.
MARRIAGES.
 SHARP—WHITTAKER.—Nov. 15, Arthur Henry Sharp, of the Inner Temple, barrister-at-law, to Maud Helen, daughter of the late Reginald Whittaker.
 OSWALD—TURRILL.—Nov. 10, James Francis Oswald, of Middle Temple and Gray's-inn, barrister-at-law, to Isabella, daughter of the late John Turrill.

DEATHS.
 CADDELL.—Nov. 14, at Bournemouth, Robert Caddell, Harboursurveyor, county Meath, J.P. and D.L., aged 77.
 SKILLICORN.—Nov. 12, at Cheltenham, William Nash Skillicorn, J.P., M.A., D.L., aged 77.
 TUDOR.—Nov. 14, at Collingham-road, South Kensington, Owen Davies Tudor, of the Middle Temple, barrister-at-law, aged 69.

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 Accumulated Funds £3,297,000

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